

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 18, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Gautier's Garden Club will host their Plant Sale on April 21st at 9am, located at the Shepard State Park Log Cabin.
2. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.
3. Jackson County and the City of Gautier's Community Campout has been rescheduled to Saturday, June 3rd, starting at 3pm at Shepard State Park.

IV. Presentation Agenda

1. A Proclamation declaring National Public Safety Telecommunications Week
2. A Proclamation declaring Native Plant Month

V. Business Agenda

1. Authorization to advertise for bids for the construction of Town Commons Park, Phase II, Amphitheater Great Lawn

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to acknowledge bids and award the contract for the Jackson County Animal Shelter Water Main Extension Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to acknowledge bids and award the contract for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a three hundred- and eighty-foot (380) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 6325 Brown Road, Gautier, MS
(GPC #23-11-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consider a request for a one hundred- and sixty-nine-foot (169) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 5412 Campbell Road, Gautier, MS
(GPC #23-12-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consider a request for a two-foot (2') variance to side-yard setback requirements and a fourteen-foot (14') variance to front-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 1408 Wesleyan Street, Gautier, MS (GPC #23-13-VAR)

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

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

1. Approval of Minutes from Regular Council Meeting held April 4, 2023
2. Approval of an in-kind services request for an organizational celebration at Azteca's Restaurant
3. Approval of an in-kind services request from New Missionary Baptist Church to host a Family Fun Fest
4. Authorization to approve the Memorandum of Understanding (MOU) with the Department of Homeland Security and the Gautier Fire Department in order to participate in the Mississippi State Task Forces
5. Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event
6. Authorization to Advertise for Bid for Citywide Lift Station Upgrade Project
7. Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement
8. Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Ida projects, and approval of the State-Local Disaster Assistance Agreement

9. Request to waive the pavilion rental fee at Bacot Park for College Park Elementary students' field trip
10. Annual Renewal of the Contract with Singing River Services, as revised, for the Life Care Plus Program

VII. STUDY AGENDA

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

Adjourn until May 2, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 18, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Gautier's Garden Club will host their Plant Sale on April 21st at 9am, located at the Shepard State Park Log Cabin.
2. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.
3. Jackson County and the City of Gautier's Community Campout has been rescheduled to Saturday, June 3rd, starting at 3pm at Shepard State Park.

NOTES:

City of Gautier



EARTH DAY CELEBRATION!



*Art Work
Created By
Adalynn Hudgens
Martin Bluff Elementary*



Friday, April 21, 2023

Shepard State Park

9:00 am - 4:30 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Free park entry. Stop by the Welcome Center for Earth Day giveaways. *(while supplies last)*

GAUTIER GARDEN CLUB

PLANT

SALE

FRIDAY, APRIL 21st 9AM

Shepard State Park 1034 Graveline Rd

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 18, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. A Proclamation declaring National Public Safety Telecommunications Week
2. A Proclamation declaring Native Plant Month

NOTES:

**State of Mississippi
City of Gautier**

PROCLAMATION

A Proclamation declaring National Public Safety Telecommunications Week

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and

Whereas, when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Gautier's emergency communications center; and

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers, firefighters and paramedics by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, Public Safety Telecommunicators of the City of Gautier have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

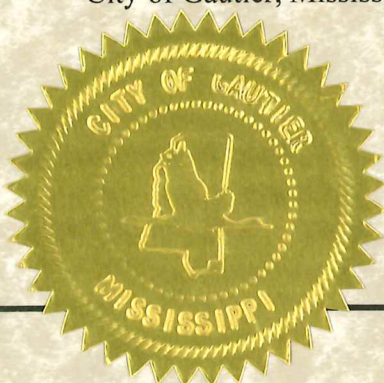
Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year; and

NOW, THEREFORE, WE, the Mayor and City Council for the City of Gautier, Mississippi, declare April 9th - April 15th, 2023 as:

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in honor of the men and woman whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 18th, day of April, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

**State of Mississippi
City of Gautier**

PROCLAMATION

A Proclamation declaring Native Plant Month

Whereas, native plants are indigenous to our region, and an important part of Jackson County's natural heritage, history, and identity; and

Whereas, cultivating native plants honors heritage, sustains the beauty and benefits of environmental resources, and preserves a natural link to wildland areas both past and present; and

Whereas, native plants are essential for healthy, diverse and sustainable ecosystems and are critical for cleaning air, filtering water, and stabilizing soils; and

Whereas, Mississippi is home to more than 2,700 native plant species, including trees, shrubs, vines, and grasses; and

Whereas, native plants provide high-quality food and shelter for native wildlife, including birds, butterflies, bees, and other pollinators, and both game and non-game species, as well as support resident and migratory birds in Jackson County, Mississippi; and

Whereas, Shepard State Park, Mississippi Sandhill Crane Refuge, Jackson County's Audubon, and other Jackson County governmental entities, schools and businesses, are working collaboratively to expand the knowledge and importance of our native plants; and

NOW, THEREFORE, WE, the Mayor and City Council for the City of Gautier, Mississippi, declare April, 2023 and in the years to come as:

Native Plant Month

in the City of Gautier, Mississippi

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 18th, day of April, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

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

Council Meeting:
Title:

April 18, 2023
**Authorization to advertise for bids for the
construction of Town Commons Park, Phase II,
Amphitheater Great Lawn**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to advertise for bids for the construction of Town Commons Park, Phase II, Amphitheater Great Lawn

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department is requesting authorization to advertise for bids for the construction of Town Commons Park, Phase II, Amphitheater Great Lawn; and

WHEREAS, Phase II includes the site work for the great lawn, utilities, seating, pavers, retaining wall, fencing, lighting, trees, and walkways; and

WHEREAS, a pre-bid meeting will be held May 4, 2023, at Gautier City Hall for all prospective bidders; and

WHEREAS, if approved, the advertisement for bids will run in the Sun Herald on April 21 and April 28, 2023, with the bid opening on May 12, 2023, at 11am; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for construction of Town Commons Park, Phase II, Amphitheater Great Lawn.

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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants and Projects Department
Date: April 10, 2023
Subject: Authorization to Advertise for Bid for the Construction of Town Commons Park, Phase II – Amphitheater Great Lawn

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid for the construction of Town Commons Park, Phase II Amphitheater Great Lawn.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), restrooms, sidewalks, parking, seating, pavers, fencing, and landscaping. Due to the nature of the work, this project will be completed in multiple phases.

Phase I included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area. This part of Phase II includes the site work for the great lawn, utilities, seating, pavers, retaining wall, fencing, lighting, trees, and walkways.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 21 and April 28, 2023. A pre-bid meeting will be held May 4, 2023, at the City of Gautier City for all prospective bidders. Bids will be opened at 11 a.m. on May 12, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bids for the construction of Town Commons Park, Phase II Amphitheater Great Lawn.

The City Council may:

1. Approve the advertisement as presented; or
2. Not approve the advertisement as presented.

ATTACHMENT(S):

1. Advertisement for bids

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 a.m. (CDT) on May, 12th, 2023, and then said bids will be publicly opened and read aloud at 11:00 a.m. for the following:

GREAT LAWN SITE WORK AND UTILITIES FOR TOWN COMMONS CITY OF GAUTIER, MISSISSIPPI

These bids are invited to perform site and utility construction work in Gautier, Mississippi.

A pre-bid meeting will be held on May, 4th, 2023, at the City of Gautier City Hall, 3330 US-90 Gautier, MS, 39553.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Reed Bryant, P.E. and can be contacted at the listed address or at rbryant@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

GREAT LAWN SITE WORK AND UTILITIES FOR TOWN COMMONS CITY OF GAUTIER, MISSISSIPPI

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE 18th DAY OF April, 2023.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times	-04/21/2023
	-04/28/2023
Open	-05/12/2023

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

Council Meeting:

April 18, 2023

Title:

Authorization to acknowledge bids and award the contract for the Jackson County Animal Shelter Water Main Extension Project

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of ten bids and award the contract for the Jackson County Animal Shelter Water Main Extension Project to the lowest and best bidder, Gulf Coast Solutions, in an amount not to exceed \$361,775.50

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier has requested bids for the Jackson County Animal Shelter Water Main Extension Project; and

WHEREAS, on or before March 17, 2023, ten (10) bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Gulf Coast Solutions, LLC., in an amount not to exceed \$361,775.50; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Gulf Coast Solutions, LLC., in an amount not to exceed \$361,775.50; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Gulf Coast Solutions, LLC., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Gulf Coast Solutions, LLC., for the Jackson County Animal Shelter Water Main Extension Project, is hereby authorized and approved.

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

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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 29, 2023
Subject: Authorization to Acknowledge Bids and Award Contract for the Jackson County Animal Shelter Water Main Extension Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of ten bids for the Jackson County Animal Shelter Water Main Extension Project and award a contract to the lower bidder, Gulf Coast Solutions, in an amount not to exceed \$361,775.50.

BACKGROUND:

Upon investigation of the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed. It was determined that the new system would need to be looped for adequate service.

This project will supply city water to the animal shelter and allow for future development along Highway 90. Jackson County will provide funds to construct the project.

DISCUSSION:

Ten bids for this project were received and opened on March 17, 2023. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to Gulf Coast Solutions, LLC, in an amount not to exceed \$361,775.50.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of ten bids for the Jackson County Animal Shelter Water Main Extension Project and award a contract to the lower bidder, Gulf Coast Solutions, LLC, in an amount not to exceed \$361,775.50.

The City Council may:

1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter
2. Bid Tabulation



MEMORANDUM

DATE: March 29, 2023

TO: Paula Yancey, City Manager
City of Gautier

FROM: Mark Seymour, P.E., President
Seymour Engineering, PLLC

SUBJECT: Recommendation to Accept Lowest Bid
Jackson County Animal Shelter Water Main Extension

Please be advised that bids for this project were accepted on March 17, 2023. I have included the bid tabulation for your review. As you will notice from the bid tabulation, Gulf Coast Solutions, LLC. (Contractor) provided the lowest bid in the amount of \$361,775.50. Upon receipt of this bid, I contacted active clients of Seymour Engineering to obtain references for similar type work and found this Contractor to be experienced in this type of work and found they have provided satisfactory results to clients in the past.

I feel it would be in the best interest of the City of Gautier to accept Gulf Coast Solutions' bid and award the construction contract. The total bid amount is \$361,775.50. Gulf Coast Solutions, LLC is a reputable company and has performed several installations of similar systems along the Gulf Coast in recent years.

Mark Seymour, P.E., President
Seymour Engineering, PLLC



Project: Jackson County Animal Shelter Water Main Extension
Bid Opening: 10:00 A.M. Friday, March 17, 2023, Gautier City Hall

Contractor:				Twin L Construction		LJ Construction		SCI, Inc.		Bottom 2 Top Construction		DNA Underground		Hudson Contracting		JLB Contractors		Moran Hauling		Gulf Coast Solutions		Graham Construction	
Address:				8292 Firetower Rd		11226 Dobson Rd		13524 Old Hwy 67		16708 Hwy 67		16101 S Swan Rd		P.O BOX 30		21294 Johnson Rd		10380 Three Rivers Rd		12300 Big Creek Rd		PO Box 670, 8103 Barron Rd	
City, State:				Pass Christian, MS 39571		Gulfport, MS 39503		Biloxi, MS 39532		Biloxi, MS 39532		Gulfport, MS 39503		Waynesboro, MS 39367		Long Beach, MS		Gulfport, MS 39503		Gulfport, MS 39503		Escatapwap, MS 39552	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$12,705.00	\$12,705.00	\$47,966.15	\$47,966.15	\$43,994.00	\$43,994.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$36,000.00	\$36,000.00	\$150,000.00	\$150,000.00	\$26,625.00	\$26,625.00	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00
2	Erosion Control Measures	LS	1	\$14,484.00	\$14,484.00	\$7,600.00	\$7,600.00	\$9,900.00	\$9,900.00	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$40,000.00	\$40,000.00	\$9,100.00	\$9,100.00	\$4,550.00	\$4,550.00	\$10,000.00	\$10,000.00
3	Traffic Control	LS	1	\$10,799.00	\$10,799.00	\$5,000.00	\$5,000.00	\$6,170.00	\$6,170.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$70,000.00	\$70,000.00	\$5,200.00	\$5,200.00	\$3,250.00	\$3,250.00	\$10,000.00	\$10,000.00
4	Size "610" Limestone	CY	40	\$114.35	\$4,574.00	\$120.00	\$4,800.00	\$120.00	\$4,800.00	\$63.25	\$2,530.00	\$130.00	\$5,200.00	\$115.00	\$4,600.00	\$110.00	\$4,400.00	\$99.50	\$3,980.00	\$156.00	\$6,240.00	\$100.00	\$4,000.00
5	Select Fill (Class 9)	CY	250	\$15.25	\$3,812.50	\$14.00	\$3,500.00	\$15.50	\$3,875.00	\$16.10	\$4,025.00	\$22.00	\$5,500.00	\$34.00	\$8,500.00	\$15.00	\$3,750.00	\$15.75	\$3,937.50	\$15.50	\$3,875.00	\$25.00	\$6,250.00
6	Unclassified Excavation	CY	200	\$10.16	\$2,032.00	\$6.50	\$1,300.00	\$7.00	\$1,400.00	\$11.50	\$2,300.00	\$16.00	\$3,200.00	\$16.00	\$3,200.00	\$10.00	\$2,000.00	\$8.50	\$1,700.00	\$12.75	\$2,550.00	\$15.00	\$3,000.00
7	Geotextile Fabric	CY	250	\$10.16	\$2,540.00	\$6.00	\$1,500.00	\$4.80	\$1,200.00	\$3.29	\$822.50	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$10.00	\$2,500.00	\$4.00	\$1,000.00	\$2.00	\$500.00	\$6.00	\$1,500.00
8	Hydroseed and Fertilizer	SY	2000	\$1.90	\$3,800.00	\$2.00	\$4,000.00	\$1.00	\$2,000.00	\$5.75	\$11,500.00	\$3.00	\$6,000.00	\$5.00	\$10,000.00	\$2.00	\$4,000.00	\$1.40	\$2,800.00	\$1.00	\$2,000.00	\$1.50	\$3,000.00
9	Clearing and Grubbing	SY	667	\$8.90	\$5,936.30	\$9.70	\$6,469.90	\$3.00	\$2,001.00	\$17.25	\$11,505.75	\$6.00	\$4,002.00	\$5.00	\$3,335.00	\$15.00	\$10,005.00	\$11.66	\$7,777.22	\$3.00	\$2,001.00	\$20.00	\$13,340.00
10	Class "B" Concrete Structures	CY	6	\$1,016.40	\$6,098.40	\$200.00	\$1,200.00	\$300.00	\$1,800.00	\$2,875.00	\$17,250.00	\$1,300.00	\$7,800.00	\$240.00	\$1,440.00	\$2,200.00	\$13,200.00	\$500.00	\$3,000.00	\$162.00	\$972.00	\$2,200.00	\$13,200.00
11	6" C900 Open Cut	LF	5025	\$27.52	\$138,288.00	\$22.90	\$115,072.50	\$26.90	\$135,172.50	\$32.28	\$162,207.00	\$25.00	\$125,625.00	\$57.00	\$286,425.00	\$40.00	\$201,000.00	\$21.00	\$105,525.00	\$26.00	\$130,650.00	\$25.00	\$125,625.00
12	6" HDPE Dir. Bore	LF	1035	\$85.12	\$88,099.20	\$125.00	\$129,375.00	\$94.40	\$97,704.00	\$30.72	\$31,795.20	\$78.00	\$80,730.00	\$105.00	\$108,675.00	\$110.00	\$113,850.00	\$66.00	\$68,310.00	\$56.00	\$57,960.00	\$40.00	\$41,400.00
13	6" Gate Valve (Including Box and Pad)	EA	4	\$2,286.90	\$9,147.60	\$1,200.00	\$4,800.00	\$1,561.60	\$6,246.40	\$1,722.40	\$6,889.60	\$3,500.00	\$14,000.00	\$2,100.00	\$8,400.00	\$3,400.00	\$13,600.00	\$1,685.50	\$6,742.00	\$1,685.00	\$6,740.00	\$2,500.00	\$10,000.00
14	6" Ductile Iron Fitting (45,22,11...)	EA	18	\$508.20	\$9,147.60	\$365.35	\$6,576.30	\$363.20	\$6,537.60	\$411.05	\$7,398.90	\$900.00	\$16,200.00	\$560.00	\$10,080.00	\$3,000.00	\$54,000.00	\$725.00	\$13,050.00	\$1,000.00	\$18,000.00	\$500.00	\$9,000.00
15	6" Hot Tapping Sleeve and Valve Assem	EA	1	\$4,828.00	\$4,828.00	\$4,461.40	\$4,461.40	\$3,788.80	\$3,788.80	\$5,028.20	\$5,028.20	\$6,500.00	\$6,500.00	\$4,625.00	\$4,625.00	\$8,000.00	\$8,000.00	\$4,391.00	\$4,391.00	\$4,200.00	\$4,200.00	\$3,900.00	\$3,900.00
16	New Fire Hydrant Assembly (Incl. Valve & Pac	EA	2	\$8,258.25	\$16,516.50	\$5,362.20	\$10,724.40	\$6,342.40	\$12,684.80	\$5,358.60	\$10,717.20	\$7,500.00	\$15,000.00	\$7,950.00	\$15,900.00	\$8,000.00	\$16,000.00	\$5,998.55	\$11,997.10	\$5,650.00	\$11,300.00	\$5,500.00	\$11,000.00
17	10" Gate Valve (Including box and pad)	EA	4	\$5,018.50	\$20,074.00	\$2,895.15	\$11,580.60	\$4,068.80	\$16,275.20	\$3,724.45	\$14,897.80	\$4,200.00	\$16,800.00	\$4,925.00	\$19,700.00	\$6,000.00	\$24,000.00	\$3,786.50	\$15,146.00	\$4,100.00	\$16,400.00	\$4,000.00	\$16,000.00
18	18" Steel Pipe, Jacked and Bored	LF	155	\$642.85	\$99,641.75	\$716.55	\$111,065.25	\$635.70	\$98,533.50	\$368.00	\$57,040.00	\$895.00	\$138,725.00	\$1,095.00	\$169,725.00	\$1,500.00	\$232,500.00	\$696.00	\$107,880.00	\$375.00	\$58,125.00	\$1,050.00	\$162,750.00
19	12"x10" Hot Tapping Sleeve & Valve Assem	EA	1	\$9,478.00	\$9,478.00	\$8,206.95	\$8,206.95	\$8,934.40	\$8,934.40	\$9,777.85	\$9,777.85	\$11,500.00	\$11,500.00	\$9,400.00	\$9,400.00	\$12,000.00	\$12,000.00	\$7,908.00	\$7,908.00	\$8,825.00	\$8,825.00	\$7,500.00	\$7,500.00
20	10"x10" Ductile Iron Tee	EA	1	\$2,344.00	\$2,344.00	\$1,112.25	\$1,112.25	\$1,352.00	\$1,352.00	\$1,221.75	\$1,221.75	\$1,600.00	\$1,600.00	\$1,465.00	\$1,465.00	\$4,500.00	\$4,500.00	\$1,829.50	\$1,829.50	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00
21	10"x6" Ductile Iron Tee	EA	1	\$2,141.00	\$2,141.00	\$944.25	\$944.25	\$1,096.00	\$1,096.00	\$1,037.75	\$1,037.75	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00	\$4,000.00	\$4,000.00	\$1,607.25	\$1,607.25	\$2,700.00	\$2,700.00	\$1,700.00	\$1,700.00
22	10" C900 Pressure Pipe	LF	215	\$58.45	\$12,566.75	\$50.34	\$10,823.10	\$85.90	\$18,468.50	\$62.50	\$13,437.50	\$60.00	\$12,900.00	\$175.00	\$37,625.00	\$75.00	\$16,125.00	\$58.50	\$12,577.50	\$62.50	\$13,437.50	\$60.00	\$12,900.00
TOTAL BID PRICE =				\$479,053.60		\$498,078.05		\$483,933.70		\$411,382.00		\$545,632.00		\$757,045.00		\$999,430.00		\$422,083.07		\$361,775.50		\$487,865.00	



Prepared by: 
Matt Kirkland, P.E.

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

Council Meeting:

April 18, 2023

Title:

Authorization to acknowledge bids and award the contract for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of ten bids and award the contract for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project to the lowest and best bidder, Moran Hauling, LLC., in an amount not to exceed \$226,908.95

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier has requested bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project; and

WHEREAS, on or before March 10, 2023, ten (10) bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Moran Hauling, LLC., in an amount not to exceed \$226,908.95; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Moran Hauling, LLC., in an amount not to exceed \$226,908.95; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Moran Hauling, LLC., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Moran Hauling, LLC., for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project, is hereby authorized and approved.

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

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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 29, 2023
Subject: Authorization to Acknowledge Bids and Award Contract for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of ten bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project and award a contract to the lower bidder, Moran Hauling, LLC, in an amount not to exceed \$226,908.95.

BACKGROUND:

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

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

Jackson County will provide funds to construct the project.

DISCUSSION:

Ten bids for this project were received and opened on March 10, 2023. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to Moran Hauling, LLC, in an amount not to exceed \$226,908.95.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of ten bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project and award a contract to the lower bidder, Moran Hauling, LLC, in an amount not to exceed \$226,906.95.

The City Council may:

1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter
2. Bid Tabulation



MEMORANDUM

DATE: March 29, 2023

TO: Paula Yancey, City Manager
City of Gautier

FROM: Mark Seymour, P.E., President
Seymour Engineering, PLLC

SUBJECT: Recommendation to Accept Lowest Bid
Gautier Head Start Drainage Improvements

Please be advised that bids for this project were accepted on March 10, 2023. I have included the bid tabulation for your review. As you will notice from the bid tabulation, Moran Hauling, LLC. (Contractor) provided the lowest bid in the amount of \$226,908.95. Upon receipt of this bid, I contacted active clients of Seymour Engineering to obtain references for similar type work and found this Contractor to be experienced in this type of work and found they have provided satisfactory results to clients in the past.

I feel it would be in the best interest of the City of Gautier to accept Moran Hauling's bid and award the construction contract. The total bid amount is \$226,908.95. Moran Hauling, LLC is a reputable company and has performed several installations of similar systems along the Gulf Coast.

Mark Seymour, P.E., President
Seymour Engineering, PLLC



Project: Gautier Head Start Drainage Improvements
Bid Opening: 10:00 A.M. Friday, March 10, 2023, Gautier City Hall

Contractor:				Bottom 2 Top Construction		Brotherhood Service Co.		DNA Underground		Graham Construction Co.		Holliday Construction		JLB Contractors		LJ Construction		Moran Hauling		SCI, Inc.		Twin L Construction	
Address:				16708 Hwy 67		6826 Old 63 N		16101 S Swan Rd		P.O. Box 670		534 Hwy 26 E		21294 Johnson Rd		11226 Dobson Rd		10380 Three Rivers Rd		13524 Old Hwy 67		8292 Firetower Rd	
City, State:				Biloxi, MS 39532		Lucedale, MS 39452		Gulfport, MS 39503		Escatawpa, MS 39552		Poplarville, MS		Long Beach, MS		Gulfport, MS 39503		Gulfport, MS 39503		Biloxi, MS 39532		Pass Christian, MS 39571	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$17,000.00	\$17,000.00	\$12,500.00	\$12,500.00	\$100,000.00	\$100,000.00	\$31,541.57	\$31,541.57	\$10,881.00	\$10,881.00	\$22,652.00	\$22,652.00	\$44,450.00	\$44,450.00
2	Erosion Control Measures	LS	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$9,500.00	\$9,500.00	\$7,000.00	\$7,000.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$8,200.00	\$8,200.00	\$4,730.00	\$4,730.00	\$15,240.00	\$15,240.00
3	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$20,625.00	\$20,625.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$12,500.00	\$12,500.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00	\$5,200.00	\$5,200.00	\$6,345.00	\$6,345.00	\$15,240.00	\$15,240.00
4	Remove and Replace Chain Link Fence	LF	170	\$35.40	\$6,018.00	\$11.00	\$1,870.00	\$135.00	\$22,950.00	\$20.00	\$3,400.00	\$40.00	\$6,800.00	\$110.00	\$18,700.00	\$20.00	\$3,400.00	\$21.50	\$3,655.00	\$50.00	\$8,500.00	\$55.00	\$9,350.00
5	8" Ductile Iron Pipe	LF	20	\$20.00	\$400.00	\$10.00	\$200.00	\$110.00	\$2,200.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$200.00	\$4,000.00	\$125.00	\$2,500.00	\$100.00	\$2,000.00	\$163.00	\$3,260.00	\$95.00	\$1,900.00
6	36" RCP	LF	500	\$114.96	\$57,480.00	\$150.00	\$75,000.00	\$210.00	\$105,000.00	\$160.00	\$80,000.00	\$214.00	\$107,000.00	\$223.00	\$111,500.00	\$130.32	\$65,160.00	\$125.75	\$62,875.00	\$120.00	\$60,000.00	\$230.00	\$115,000.00
7	24" RCP	LF	32	\$70.02	\$2,240.64	\$125.00	\$4,000.00	\$115.00	\$3,680.00	\$100.00	\$3,200.00	\$97.00	\$3,104.00	\$145.00	\$4,640.00	\$74.00	\$2,368.00	\$103.00	\$3,296.00	\$73.00	\$2,336.00	\$125.00	\$4,000.00
8	18" RCP	LF	16	\$50.68	\$810.88	\$100.00	\$1,600.00	\$75.00	\$1,200.00	\$90.00	\$1,440.00	\$81.00	\$1,296.00	\$125.00	\$2,000.00	\$52.00	\$832.00	\$135.75	\$2,172.00	\$56.00	\$896.00	\$85.00	\$1,360.00
9	12" RCP	LF	19	\$39.24	\$745.56	\$100.00	\$1,900.00	\$75.00	\$1,425.00	\$60.00	\$1,140.00	\$81.00	\$1,539.00	\$120.00	\$2,280.00	\$40.00	\$760.00	\$83.25	\$1,581.75	\$45.00	\$855.00	\$85.00	\$1,615.00
10	44"x27" RCAP	LF	80	\$137.38	\$10,990.40	\$185.00	\$14,800.00	\$250.00	\$20,000.00	\$200.00	\$16,000.00	\$264.00	\$21,120.00	\$260.00	\$20,800.00	\$150.00	\$12,000.00	\$183.00	\$14,640.00	\$180.00	\$14,400.00	\$215.00	\$17,200.00
11	Class "B" Concrete Structures	CY	32	\$1,298.00	\$41,536.00	\$450.00	\$14,400.00	\$1,500.00	\$48,000.00	\$2,200.00	\$70,400.00	\$1,650.00	\$52,800.00	\$3,000.00	\$96,000.00	\$1,081.00	\$34,592.00	\$1,375.00	\$44,000.00	\$1,500.00	\$48,000.00	\$3,150.00	\$100,800.00
12	Reinforcing Steel	LBS	2300	\$2.95	\$6,785.00	\$4.00	\$9,200.00	\$3.00	\$6,900.00	\$6.00	\$13,800.00	\$4.00	\$9,200.00	\$5.00	\$11,500.00	\$2.25	\$5,175.00	\$2.25	\$5,175.00	\$3.00	\$6,900.00	\$8.00	\$18,400.00
13	#200 Riprap	TON	135	\$161.60	\$21,816.00	\$150.00	\$20,250.00	\$165.00	\$22,275.00	\$165.00	\$22,275.00	\$175.00	\$23,625.00	\$120.00	\$16,200.00	\$107.00	\$14,445.00	\$115.57	\$15,601.95	\$93.00	\$12,555.00	\$190.00	\$25,650.00
14	Slurry Seal	CY	30	\$212.40	\$6,372.00	\$160.00	\$4,800.00	\$250.00	\$7,500.00	\$325.00	\$9,750.00	\$500.00	\$15,000.00	\$500.00	\$15,000.00	\$229.78	\$6,893.40	\$204.75	\$6,142.50	\$260.00	\$7,800.00	\$315.00	\$9,450.00
15	Remove Existing 24" CMP	LF	270	\$10.00	\$2,700.00	\$45.00	\$12,150.00	\$16.00	\$4,320.00	\$20.00	\$5,400.00	\$20.00	\$5,400.00	\$25.00	\$6,750.00	\$10.00	\$2,700.00	\$5.25	\$1,417.50	\$4.00	\$1,080.00	\$20.00	\$5,400.00
16	Size "610" Limestone	CY	75	\$82.60	\$6,195.00	\$85.00	\$6,375.00	\$120.00	\$9,000.00	\$100.00	\$7,500.00	\$175.00	\$13,125.00	\$135.00	\$10,125.00	\$120.00	\$9,000.00	\$99.50	\$7,462.50	\$130.00	\$9,750.00	\$150.00	\$11,250.00
17	Geotextile Fabric	SY	250	\$4.36	\$1,090.00	\$10.00	\$2,500.00	\$3.00	\$750.00	\$6.00	\$1,500.00	\$10.00	\$2,500.00	\$15.00	\$3,750.00	\$5.85	\$1,462.50	\$2.75	\$687.50	\$4.00	\$1,000.00	\$15.00	\$3,750.00
18	Select Fill (Class 9)	CY	1250	\$16.52	\$20,650.00	\$15.00	\$18,750.00	\$20.00	\$25,000.00	\$25.00	\$31,250.00	\$20.00	\$25,000.00	\$20.00	\$25,000.00	\$17.12	\$21,400.00	\$15.75	\$19,687.50	\$10.00	\$12,500.00	\$25.00	\$31,250.00
19	Saw Cut Existing Roads	LF	50	\$11.80	\$590.00	\$25.00	\$1,250.00	\$7.00	\$350.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$6.00	\$300.00	\$15.00	\$750.00	\$6.00	\$300.00	\$25.00	\$1,250.00
20	Milling / Asphalt Removal (All Depths)	SY	75	\$7.08	\$531.00	\$75.00	\$5,625.00	\$10.00	\$750.00	\$25.00	\$1,875.00	\$30.00	\$2,250.00	\$25.00	\$1,875.00	\$5.00	\$375.00	\$26.00	\$1,950.00	\$7.00	\$525.00	\$32.00	\$2,400.00
21	Asphalt (4" Base Course)	TON	12	\$413.00	\$4,956.00	\$2,080.00	\$24,960.00	\$475.00	\$5,700.00	\$200.00	\$2,400.00	\$500.00	\$6,000.00	\$500.00	\$6,000.00	\$200.00	\$2,400.00	\$106.50	\$1,278.00	\$500.00	\$6,000.00	\$570.00	\$6,840.00
22	Asphalt (1.5" Surface Course)	TON	7	\$413.00	\$2,891.00	\$1,460.00	\$10,220.00	\$475.00	\$3,325.00	\$200.00	\$1,400.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00	\$200.00	\$1,400.00	\$111.25	\$778.75	\$582.00	\$4,074.00	\$570.00	\$3,990.00
23	Demo Existing Riprap Ditch	LS	1	\$2,360.00	\$2,360.00	\$12,500.00	\$12,500.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$3,627.00	\$3,627.00	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00
24	Grade New Trapezoidal Ditch	LS	1	\$6,490.00	\$6,490.00	\$12,500.00	\$12,500.00	\$10,750.00	\$10,750.00	\$12,000.00	\$12,000.00	\$12,500.00	\$12,500.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00	\$2,600.00	\$2,600.00	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00
25	Site Grading	ACRE	1	\$6,490.00	\$6,490.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$8,500.00	\$8,500.00	\$1,250.00	\$1,250.00	\$1,210.00	\$1,210.00	\$9,500.00	\$9,500.00
TOTAL BID PRICE =				\$255,137.48		\$365,475.00		\$401,075.00		\$335,730.00		\$370,759.00		\$580,620.00		\$248,204.47		\$226,908.95		\$249,168.00		\$467,985.00	



Prepared by: 
Matt Kirkland, P.E.

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting: April 18, 2023
Title: Consider a request for a three hundred- and eighty-foot (380) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 6325 Brown Road, Gautier, MS (GPC #23-11-VAR)

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

Summary Explanation: Consider a request for a three hundred- and eighty-foot (380) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 6325 Brown Road, Gautier, MS (GPC #23-11-VAR) (PID #82429320.075)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Planning Department received a request from the homeowner, located at 6325 Brown Road, (PID #82429320.075) for a three hundred- and eighty-foot (380) variance to square footage requirements for a guest house; and

WHEREAS, the property owner requests a three hundred- and eighty-foot (380) variance to square footage requirements for a guest house in an AG Agricultural Zoning District; and

WHEREAS, the applicant would like to build a one thousand, one hundred and thirty (1,130) square foot guest house in his rear yard. This total square footage includes the living area and a front and back porch; and

WHEREAS, the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred and fifty (750) square feet, whichever is less. The applicant is requesting a three hundred and eighty (380) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District; and

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/12/2023
Subject: Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, (GPC #23-11-VAR)

REQUEST:

The Planning Department has received a request from Christopher Heath Stevens for a three hundred eighty (380) square foot variance for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, PID #82429320.075 (GPC #23-11-VAR). The application fee of \$175 was paid on January 27, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an eleven hundred thirty (1130) square foot guest house in his rear yard for his in-laws. This total square footage includes the living area and a front and back porch. Per the Unified Development Ordinance (UDO), the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less. The applicant is asking for a three hundred eighty (380) square foot variance to the size of the guest house.

DISCUSSION:

The applicant is requesting a three hundred eighty (380) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the

Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the request with the evidence presented meeting the criteria for a variance.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 4.6.23 (#23-11-VAR)
2. Complete Packet 23-11-VAR

Excerpt from April 6, 2023, Planning Commission Meeting:

The Planning Department has received a request for a three hundred eighty (380) square foot variance to square footage requirements for a guest house in an AG Agricultural Zoning District at 6325 Brown Road, (GPC #23-11-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that square footage for a guest house was determined by the total square footage under beam. In this case, that would be living area and porches.

REQUEST:

The Planning Department has received a request from Christopher Heath Stevens for a three hundred eighty (380) square foot variance for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, PID #82429320.075 (GPC #23-11-VAR). The application fee of \$175 was paid on January 27, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an eleven hundred thirty (1130) square foot guest house in his rear yard for his in-laws. This total square footage includes the living area and a front and back porch. Per the Unified Development Ordinance (UDO), the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less. The applicant is asking for a three hundred eighty (380) square foot variance to the size of the guest house.

DISCUSSION:

The applicant is requesting a three hundred eighty (380) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his request.

Christopher Heath Stevens, applicant, stated that he and his wife wanted to build a mother-in-law house for his mother-in-law and father-in-law. His mother-in-law has been fighting terminal breast cancer for a couple of years and she and her husband have had to sell their house in Diamondhead. Mr. Stevens stated that at some point he and his wife would most likely be taking care of his in-laws and they would like to see them have a comfortable place to live and have something that could accommodate a wheelchair if needed later.

Chairman Jamison noted that the applicant had a large piece of property on which to build the mother-in-law house.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that the City Council approve the request with the evidence presented meeting the criteria for a variance.

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

AYES: **William Davis**
 Kay C. Jamison
 Ricky Decoteau
 Joshua Ward

ABSENT: **Chris Hoover**
 Paul Gainer
 DeAnna McManus

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 6, 2023

GPC #23-11-VAR

6325 Brown Road

VII. NEW BUSINESS

1. Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, (GPC #23-11-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 22, 2023

Subject: Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, (GPC #23-11-VAR)

REQUEST:

The Planning Department has received a request from Christopher Heath Stevens for a three hundred eighty (380) square foot variance for a guest house in an AG Agricultural Zoning District. 6325 Brown Road, PID #82429320.075 (GPC #23-11-VAR). The application fee of \$175 was paid on January 27, 2023. All public notice requirements have been met.

BACKGROUND:

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DISCUSSION:

The applicant is requesting a three hundred eighty (380) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

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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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- B. 30% of required setbacks from property lines

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-11-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 : Christopher Heath Stevens
Name of Business: n/a Phone: 601-347-2931
Property Address: 6325 Brown Rd Mailing Address (if Different): _____
E-Mail Address: heath.stevens@ymail.com
Reason for request, location and intended use of Property: 380 sq. ft variance for
Mother-in-law Suite

ATTACHMENTS REQUIRED AS APPLICABLE:

- x 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits. Attached
- x 2. A detailed project narrative.
- n/a 3. Copy of protective covenants or deed restrictions, if any.
- n/a 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- / 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: 1/25/23

FOR OFFICE USE ONLY

Date Received 1-27-23 Verify as Complete Bx/SA

Fee Amount Received 176.00 Initials of Employee Receiving Application Bx

1130 sf total
750 sf allowed
380 sf variance

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.

Detached mother in law suite is only option due to pool location as well as potential setback problems if added to existing home.

- 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.

I am unaware of any other properties requiring a variance to build a mother in law suite larger than what code allows.

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

Pool in the backyard, as well as set backs on the East prevent from attaching to home.

- 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

Heath Stevens
6325 Brown Road
Ocean Springs, MS 39564
1/26/2023

City of Gautier
Planning Commission/ Mayor and Council

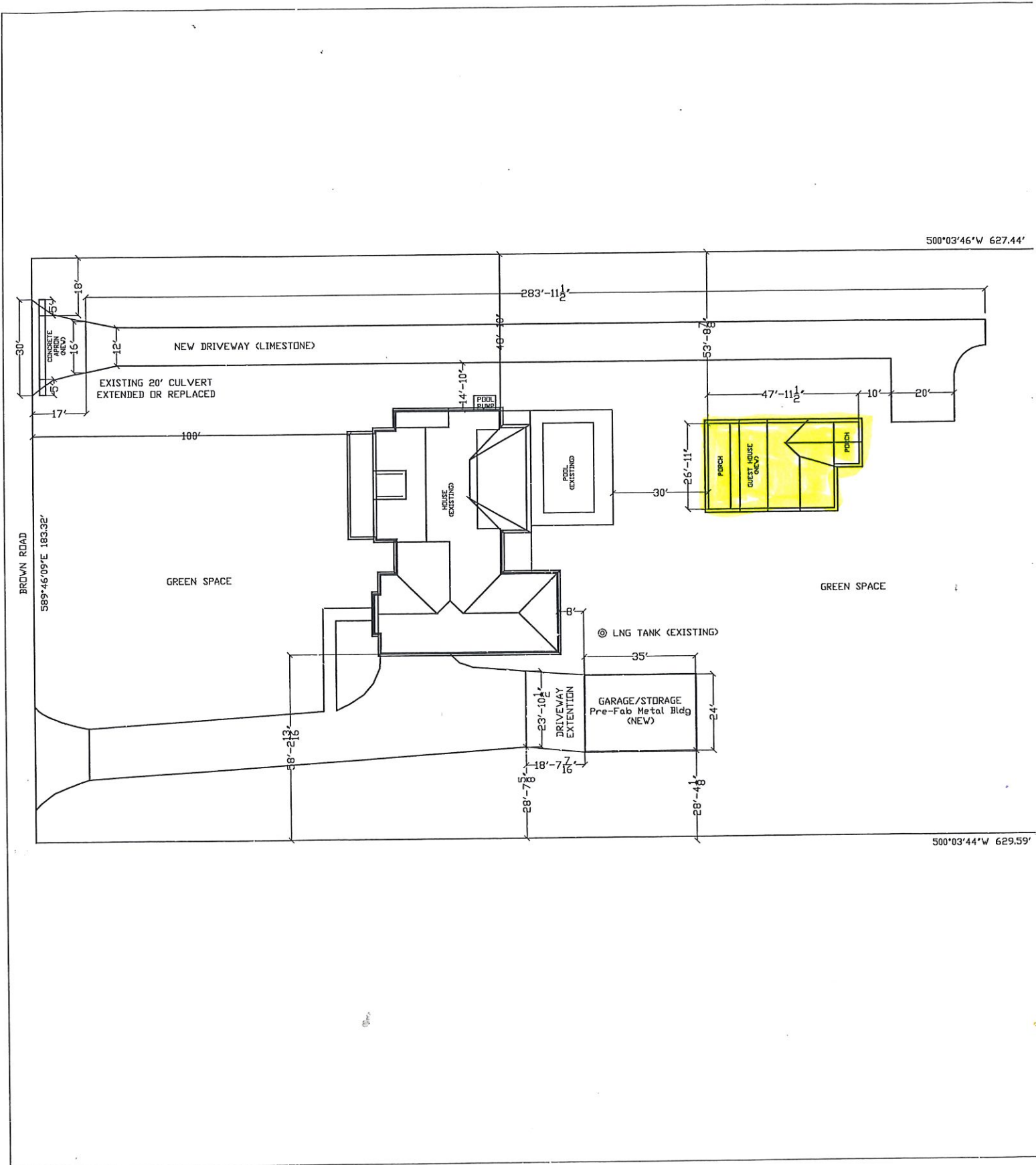
I am requesting a variance on the size of mother-in-law suite we are intending to build in our backyard. Currently our plans are calling for 804 SF living with small porches on the front in back. Per code it reads that we are only allowed 750 SF total and we are requesting that the additional SF be acceptable.

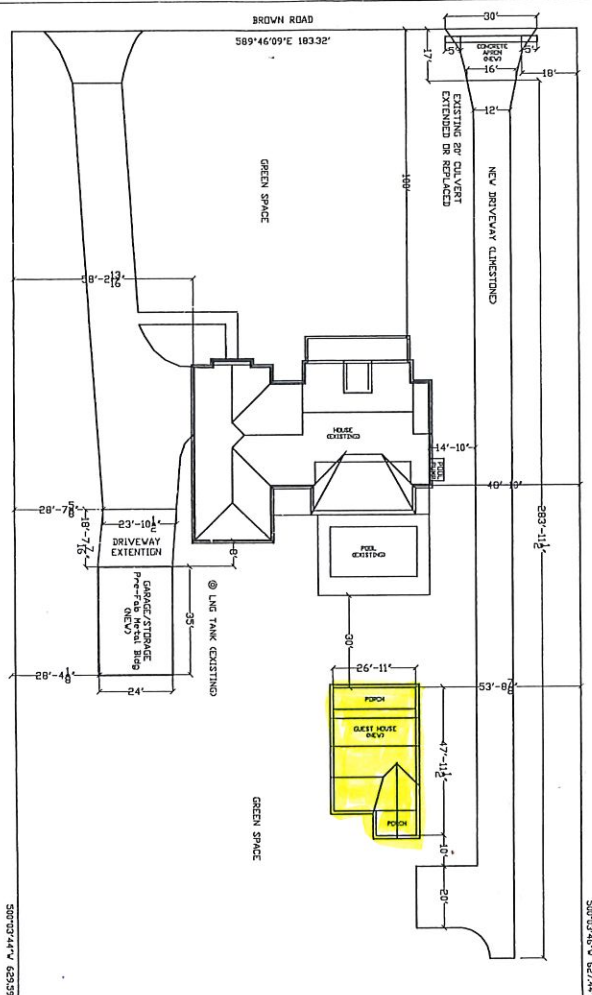
As you will see from the attached plot plan, the suite will be set back approximately 280' from the main house directly behind the pool. Attaching the mother-in-law suite to the main house is not an option as it would encroach on the property set-back as well as interfere with the water runoff on the East side of the home.

My mother in law is going through treatments for stage 4 inflammatory breast cancer currently and we will need to house her close to us to help as she continues. My father-in-law is having to retire early in order to care for her well-being in her current state. They have recently had to sell their home and are living with us at the present time. My wife will be the eventual caretaker for both of her parents in the coming years and granting this variance will allow the transition not become a burden on our family.

Sincerely,

Heath Stevens





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WOODDED GREEN SPACE

500°03'44"N 629.59

HEATH and WHITNEY STYVING

772/77 Flm

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Figure 1

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1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

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82429320.075 STEVENS WHITNEY W &

PIDN: 82429320.075

GISP: 779.29-00-0006.01

Owner Information

Percent of Ownership: 100

Name: STEVENS WHITNEY W &

Name 2: CHRISTOPHER H

Mailing Address: 17388 PALM RIDGE DR

D'IBERVILLE MS

39540

Site Address: 6325 BROWN RD GAUTIER

Land Information

Section: 29

Acreage: 2.65

Township: 7

Range: 7

Street Name BROWN
RD

Value and Tax Information

Total Assessed Value: 44186

Total Appraised Value: 294574

Improvement Value: 268354

Land Value: 26220

Tax Amount: 7071

SQ FT: 2543

Year Built: 2021

Legal Description

Description: COM NE COR SE1/4 NW1/4 S ALG W/M

RADIO RD 659.43' S 89*W 1042.74

' TO POB S 89*W 183.32' N 629.59

' TO S/M BROWN RD S 89*E 183.32'

S 627.44' TO POB DB 1814-706 (6

.01 MAP779.29) 'PER SURVEY'

Deed Book / Page: 1814 / 706

82429320.075 STEVENS WHITNEY W &



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

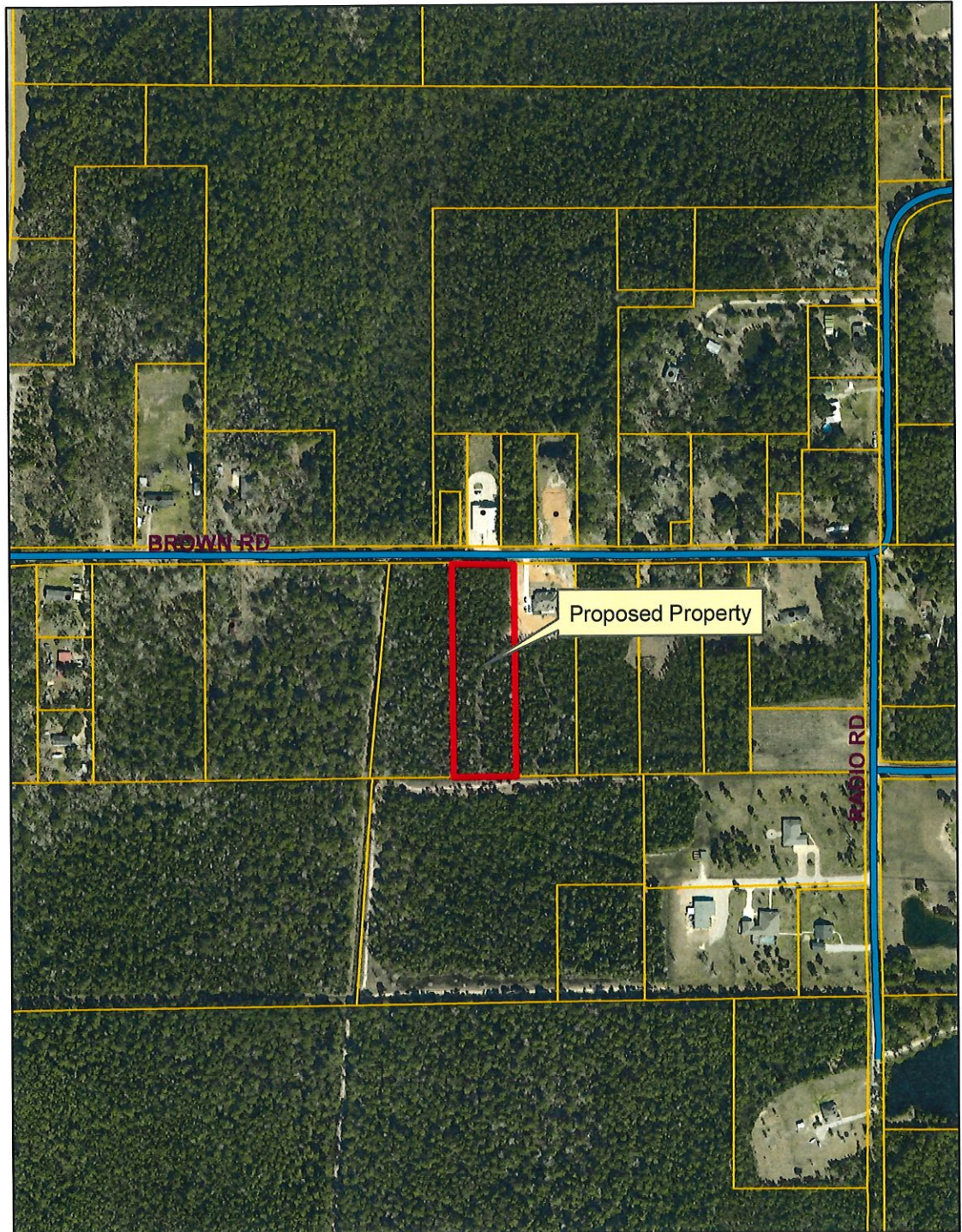


Exhibit B

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

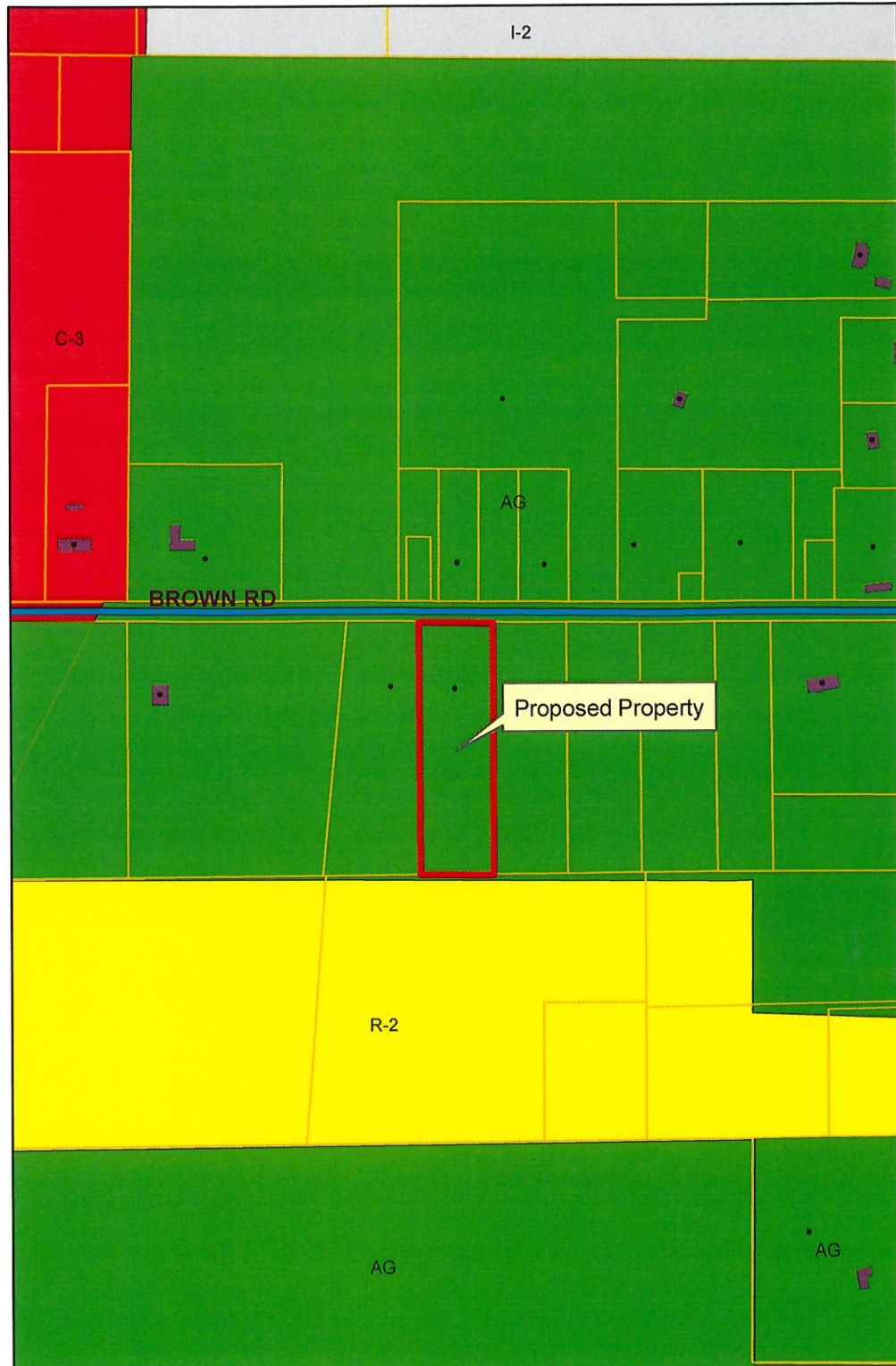


Exhibit C

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:

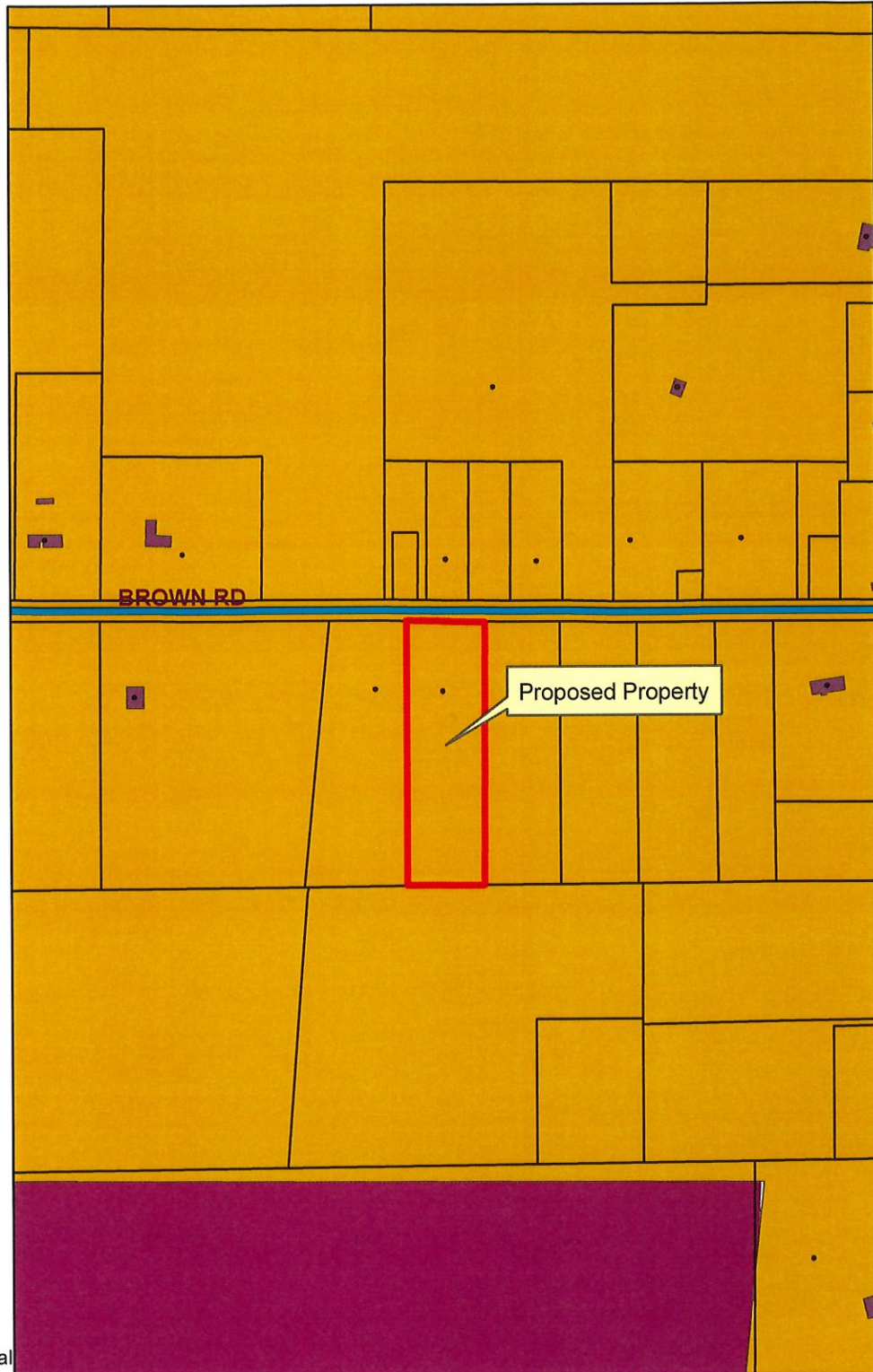
City of Gautier
Planning Department

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: April 18, 2023
Title: Consider a request for a one hundred- and sixty-nine-foot (169) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 5412 Campbell Road, Gautier, MS (GPC #23-12-VAR)

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

Summary Explanation: Consider a request for a one hundred- and sixty-nine-foot (169) variance to square footage requirements for a guest house in an AG Agricultural Zoning District located at 5412 Campbell Road, Gautier, MS (GPC #23-12-VAR) (PID #85298069.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Planning Department received a request from the homeowner, located at 5412 Campbell Road, (PID #85298069.000) for a one hundred- and sixty-nine-foot (169) variance to square footage requirements for a guest house; and

WHEREAS, the property owner requests a one hundred- and sixty-nine-foot (169) variance to square footage requirements for a guest house in an AG Agricultural Zoning District; and

WHEREAS, the applicant would like to build a nine hundred and nineteen (919) square foot guest house in her rear yard. This total square footage includes the living area and a front porch; and

WHEREAS, the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred and fifty (750) square feet, whichever is less. The applicant is requesting a one hundred and sixty-nine (169) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District; and

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/12/2023
Subject: Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, (GPC #23-12-VAR)

REQUEST:

The Planning Department has received a request from Lisa M. Coutu for a one hundred sixty-nine (169) square foot variance for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, PID #85298069.000 (GPC #23-12-VAR). The application fee of \$175 was paid on February 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a nine hundred nineteen (919) square foot guest house in her rear yard for her elderly father and disabled brother. This total square footage includes the living area and a front porch. Per the Unified Development Ordinance (UDO), the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less. The applicant is asking for a one hundred sixty-nine (169) square foot variance to the size of the guest house.

DISCUSSION:

The applicant is requesting a one hundred sixty-nine (169) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the

Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the request with the evidence presented meeting the criteria for a variance.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 4.6.23 (#23-12-VAR)
2. Complete Packet 23-12-VAR

Excerpt from April 6, 2023, Planning Commission Meeting:

The Planning Department has received a request for a one hundred sixty-nine (169) square foot variance to square footage requirements for a guest house in an AG Agricultural Zoning District at 5412 Campbell Road, (GPC #23-12-VAR)

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

REQUEST:

The Planning Department has received a request from Lisa M. Coutu for a one hundred sixty-nine (169) square foot variance for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, PID #85298069.000 (GPC #23-12-VAR). The application fee of \$175 was paid on February 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a nine hundred nineteen (919) square foot guest house in her rear yard for her elderly father and disabled brother. This total square footage includes the living area and a front porch. Per the Unified Development Ordinance (UDO), the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less. The applicant is asking for a one hundred sixty-nine (169) square foot variance to the size of the guest house.

DISCUSSION:

The applicant is requesting a one hundred sixty-nine (169) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

DETERMINATION OF APPLICABLE LAW:

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

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The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present her request.

Lisa Coutu, the applicant, explained that she wanted to build an in-law house for her elderly father and disabled brother. She wanted to downsize for her father who is eighty-three and needs assistance taking care of himself and her disabled brother.

Chairman Jamison noted that the applicant had a large piece of property on which to build the mother-in-law house.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that the City Council approve the request with the evidence presented meeting the criteria for a variance.

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

AYES: William Davis
Kay C. Jamison
Ricky Decoteau
Joshua Ward

ABSENT: Chris Hoover
Paul Gainer
DeAnna McManus

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 6, 2023

GPC #23-12-VAR

5412 Campbell Road

VII. NEW BUSINESS

2. Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, (GPC #23-12-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 22, 2023

Subject: Consider a request for a Variance to square footage requirements for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, (GPC #23-12-VAR)

REQUEST:

The Planning Department has received a request from Lisa M. Coutu for a one hundred sixty-nine (169) square foot variance for a guest house in an AG Agricultural Zoning District. 5412 Campbell Road, PID #85298069.000 (GPC #23-12-VAR). The application fee of \$175 was paid on February 17, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build a nine hundred nineteen (919) square foot guest house in her rear yard for her elderly father and disabled brother. This total square footage includes the living area and a front porch. Per the Unified Development Ordinance (UDO), the total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less. The applicant is asking for a one hundred sixty-nine (169) square foot variance to the size of the guest house.

DISCUSSION:

The applicant is requesting a one hundred sixty-nine (169) square foot variance to the total square footage allowed for a guest house in an AG Agricultural Zoning District. The total square footage of a guest house cannot exceed fifty percent (50%) of the heated and cooled square footage area of the principal residence or seven hundred fifty (750) square feet, whichever is less.

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

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-12-VAR

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

176.00

Name of Applicant: Lisa M. Coutu
Name of Business: Retired Homeowner Phone: 228 818 7044
Property Address: 5412 Campbell Rd. Ocean Springs Mailing Address (if Different): Same (7014) Joel
E-Mail Address: ugottaluvvalibra@hotmail.com

Reason for request, location and intended use of Property: Building in-law apartment at property listed above for elderly father and disabled brother.

ATTACHMENTS REQUIRED AS APPLICABLE: 169 sqft. variance needed

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

Signature of Applicant: Lisa Coutu Date of Application: 2/17/23

919 sf total under roof

- 750 sf allowed

169 sf variance (walkway unattached) B.C.

FOR OFFICE USE ONLY

Date Received 2-17-23 Verify as Complete BS/SA

Fee Amount Received 176.00 Initials of Employee Receiving Application BS

AG
April

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.

The water table is high and we will need to install a solid surface in order to provide a safe way to access the apartment. The occupants will require handicap accessibility.

- 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.

We are not sure what the limitations of the ordinance are, however we respectfully ask that our request is approved due to our needing handicap accessibility.

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

The high water table and the disabilities of my father and brother are not circumstances outside of our control.

- 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?

To our understanding our request for a variance is justified due to the circumstances outlined in the attached narrative. The proposed plans are for 720 sq feet of heated/cooled living area. The variance is for a 99 sq. foot covered porch and 60 sq. foot covered walkway.

not attached to structure.

NARRATIVE

My husband and I are intending to build an in-law apartment for my elderly father (83 years old) and disabled brother (58 years old) who has cerebral palsy. My brother has lived with my parents his entire life and is unable to live on his own. Since my mother's passing my father has been living in a house that he no longer has the ability to properly clean and maintain while also taking care of my brother. It has become evident that he is no longer able to do so without assistance.

We live on 10 acres of land consisting of 2 parcels (5 acres each) immediately adjacent to one another. We intend to build right behind our house so that the in-law apartment will be approximately 60-70 feet from our back door. The other parcel is undeveloped and will remain so.

We have worked with an architect and have had plans drafted for the proposed in-law apartment. As drafted, the internal living area with heat and air conditioning is 720 square feet. The plans also include a porch area that is 199 square feet. The roof of the structure would extend to cover this area but it will otherwise be an outdoor sitting area for them to enjoy some outdoor time and to safely enter and exit the apartment. In addition, we also intend to have a covered walkway that extends from our existing carport to under the covered porch area so that they can walk to and from their apartment in inclement weather. This walkway will not actually be physically attached to the apartment, however as stated it will go underneath the extended roof. It will be approximately 60 square feet.

We are requesting a variance to allow for the porch area and covered walkway for two reasons. The first is that our yard has a very high water table and the ground becomes extremely soft and difficult to walk over whenever we have had any amount of rain. This is a safety concern for obvious reasons. The second is that we need to do this so that the apartment is handicap accessible in order to properly care for my father and brother. We would be unable to use a wheelchair without this additional walkway and the porch area will allow us to safely maneuver a wheelchair while entering and leaving the apartment.

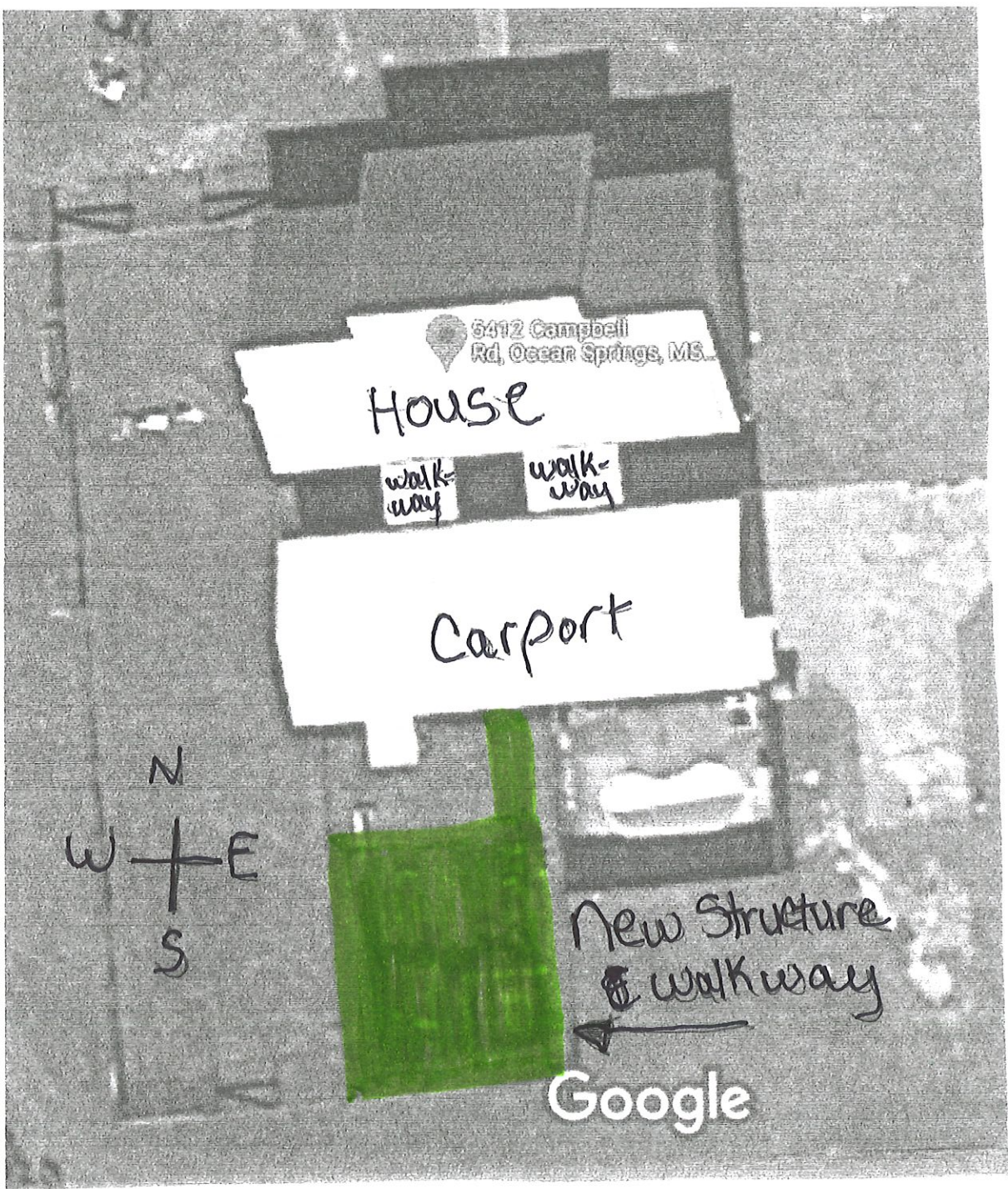
We hope to be granted this variance and thank you for your time and consideration.

Respectfully,

Lisa M. Coutu

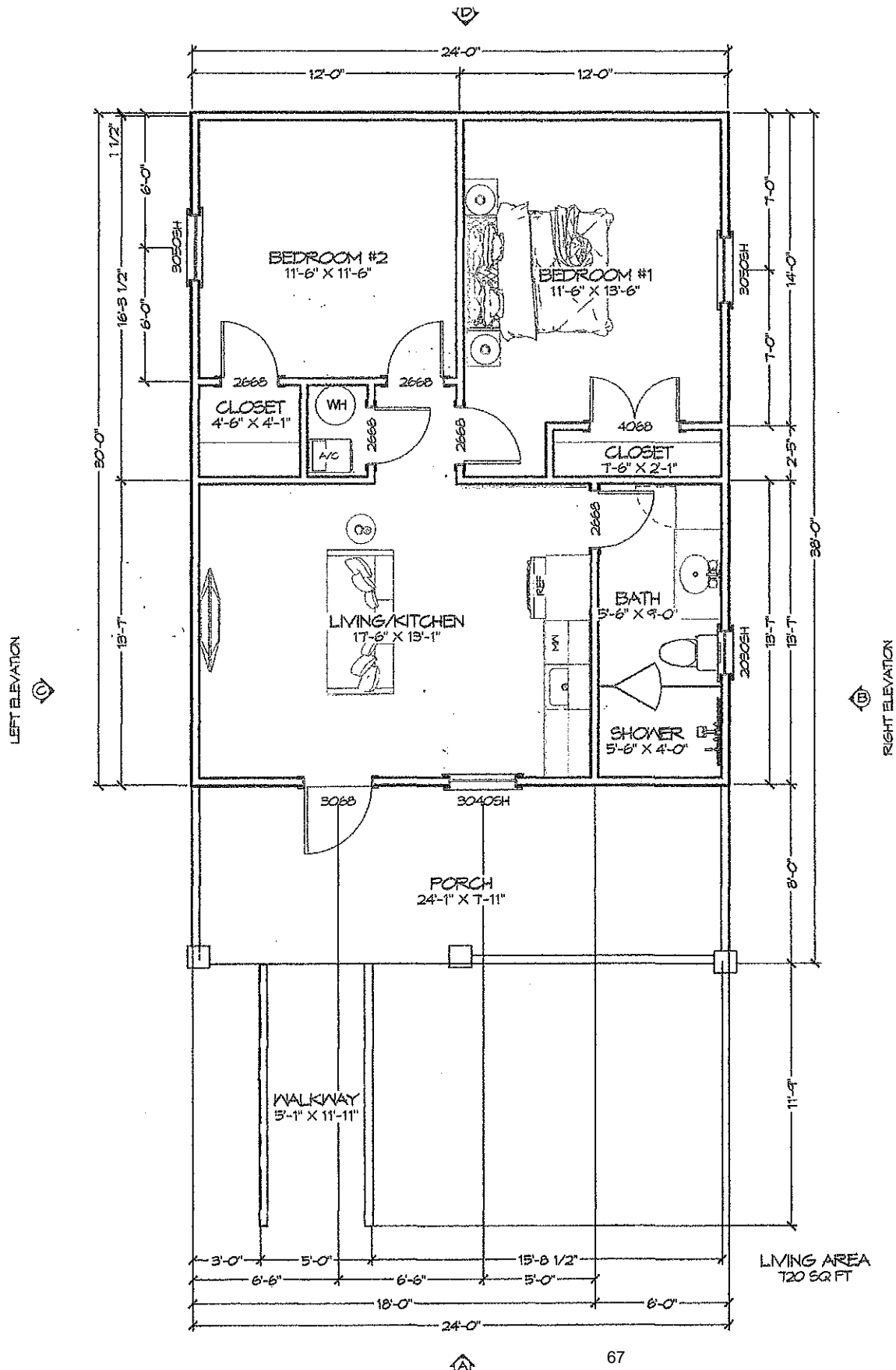
5412 Campbell Rd.

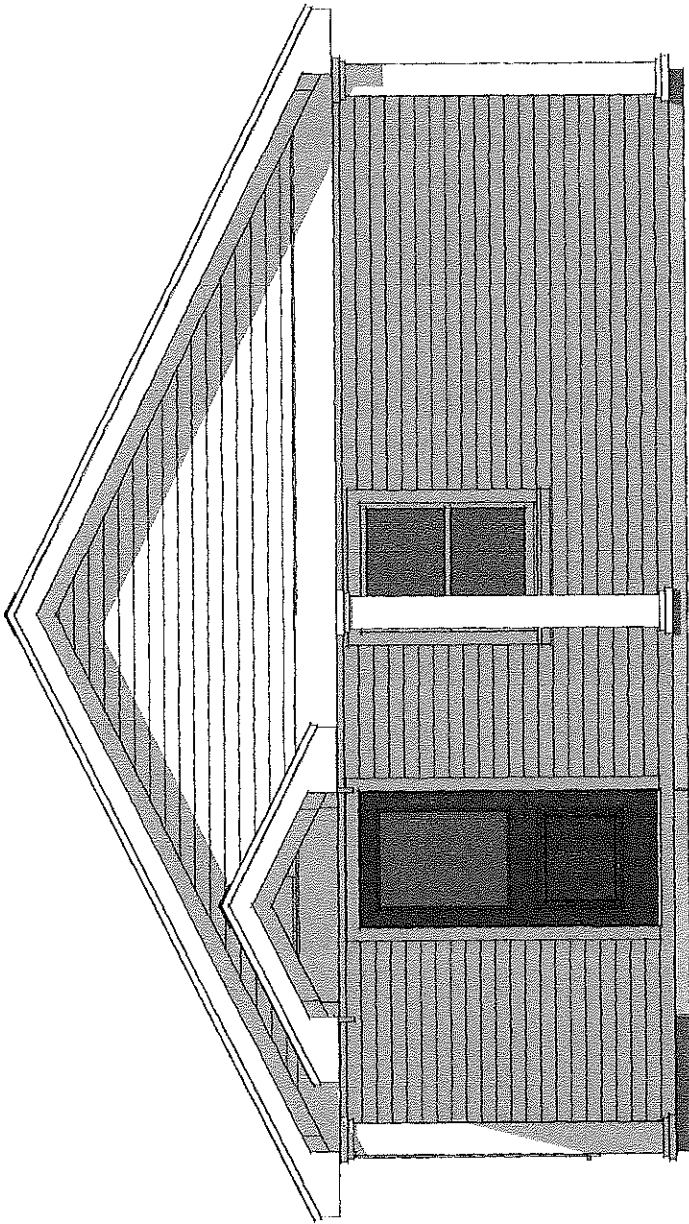


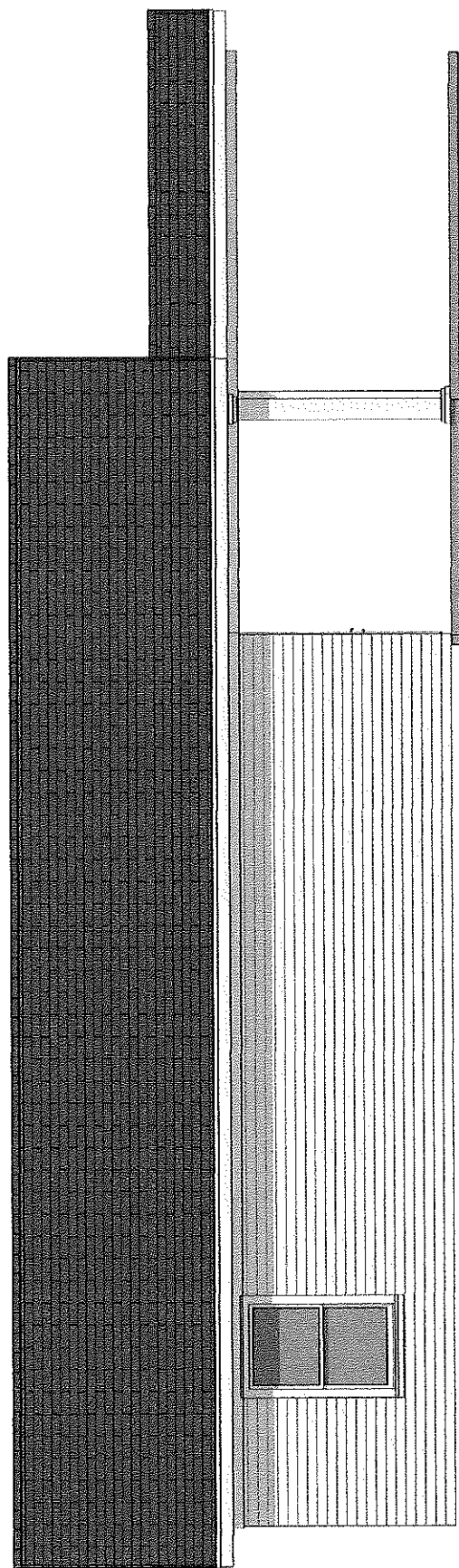


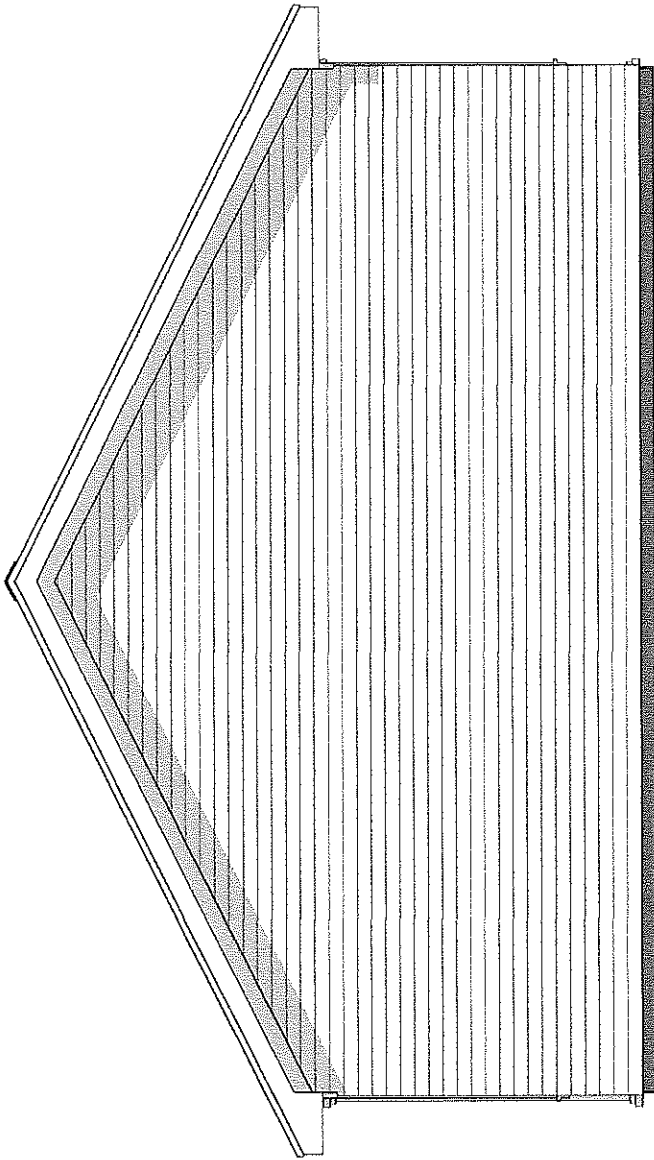
5412 Campbell Rd.

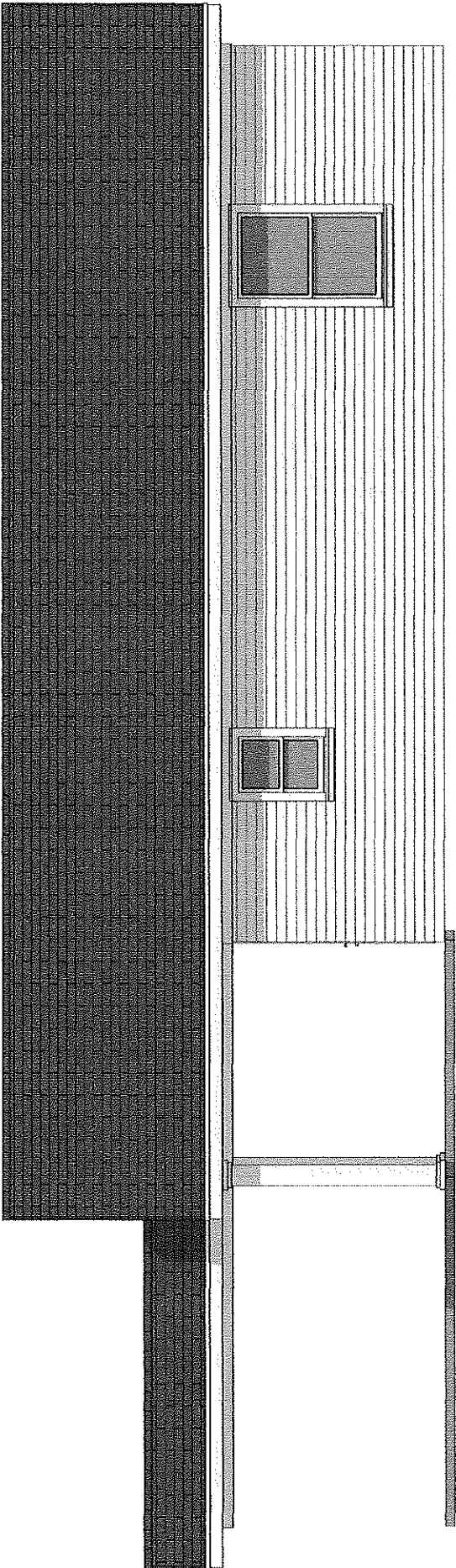
5412 Campbell Rd.
Inlaw Apartment Plans











85298069.000 COUTU JOEL P

PIDN: 85298069.000

GISP: 774.17-00-0111.00

Owner Information

Percent of Ownership: 100

Name: COUTU JOEL P

Name 2: COUTU LISA

Mailing Address: 5412 CAMPBELL RD
OCEAN SPRINGS MS
39564

Site Address: 5412 CAMPBELL RD GAUTIER

Land Information

Section: 17 Acreage: 5

Township: 7

Range: 7

Street Name CAMPBELL
RD

Value and Tax Information

Total Assessed Value: 18669

Total Appraised Value: 186694

Improvement Value: 144534

Land Value: 42160

Tax Amount: 2461

SQ FT: 1860

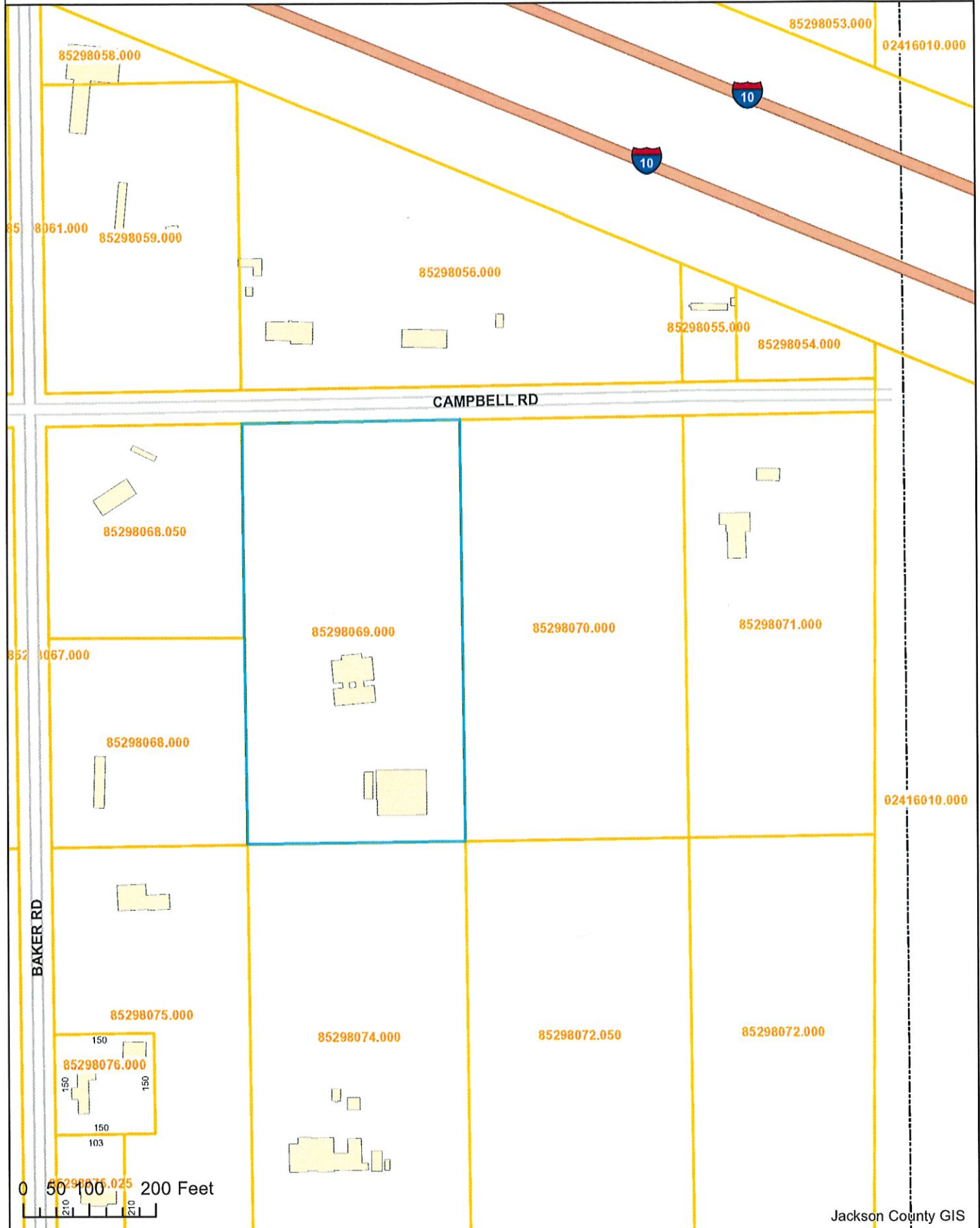
Year Built: 1998

Legal Description

Description: LOT 52 FOUNTAINEBLEAU ACRES (E 1
/2 SW 1/4 NE 1/4 SE 1/4) DB 1831
-339 (111 MAP774.17)

Deed Book / Page: 1831 / 339

85298069.000 COUTU JOEL P



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

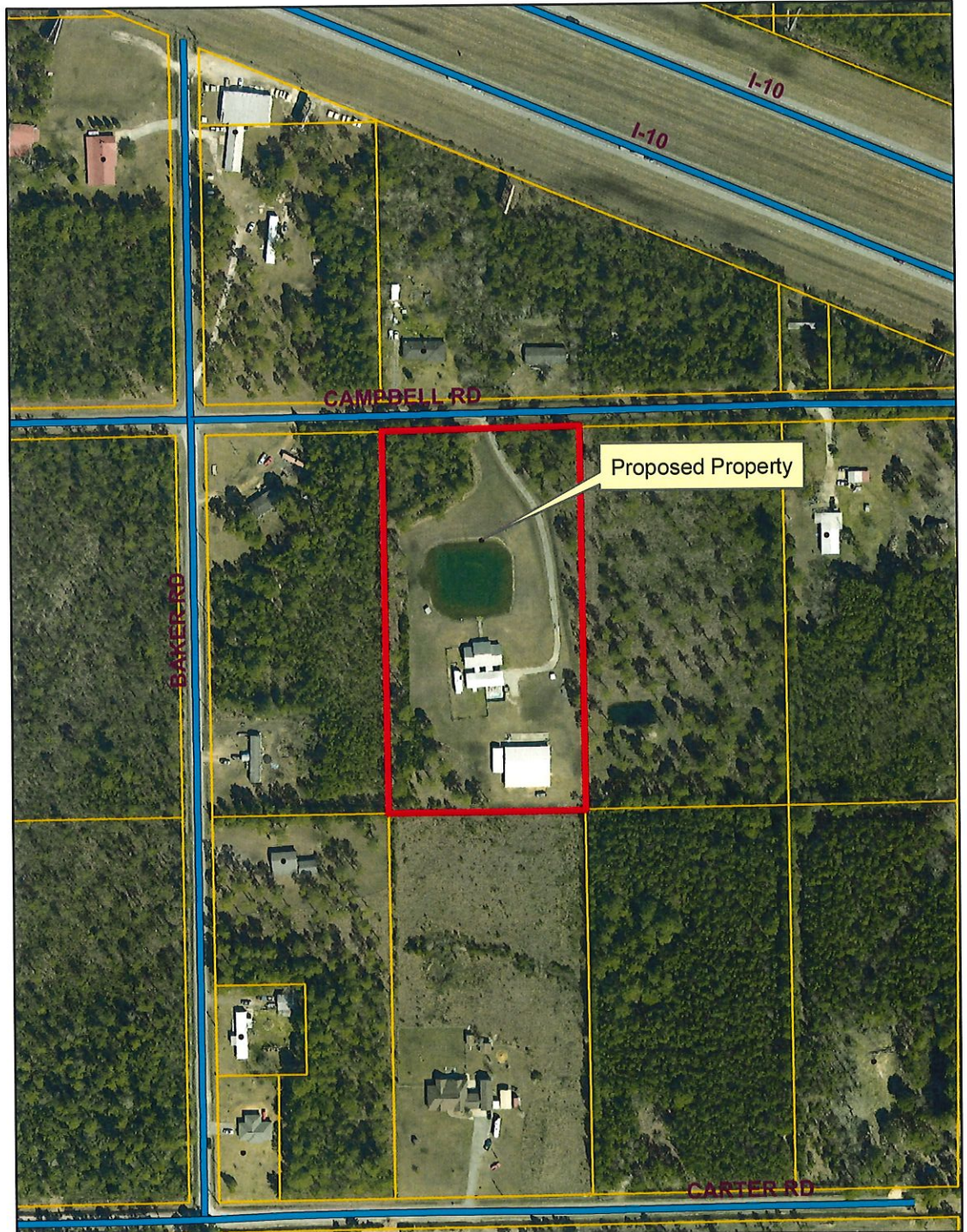


Exhibit B

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

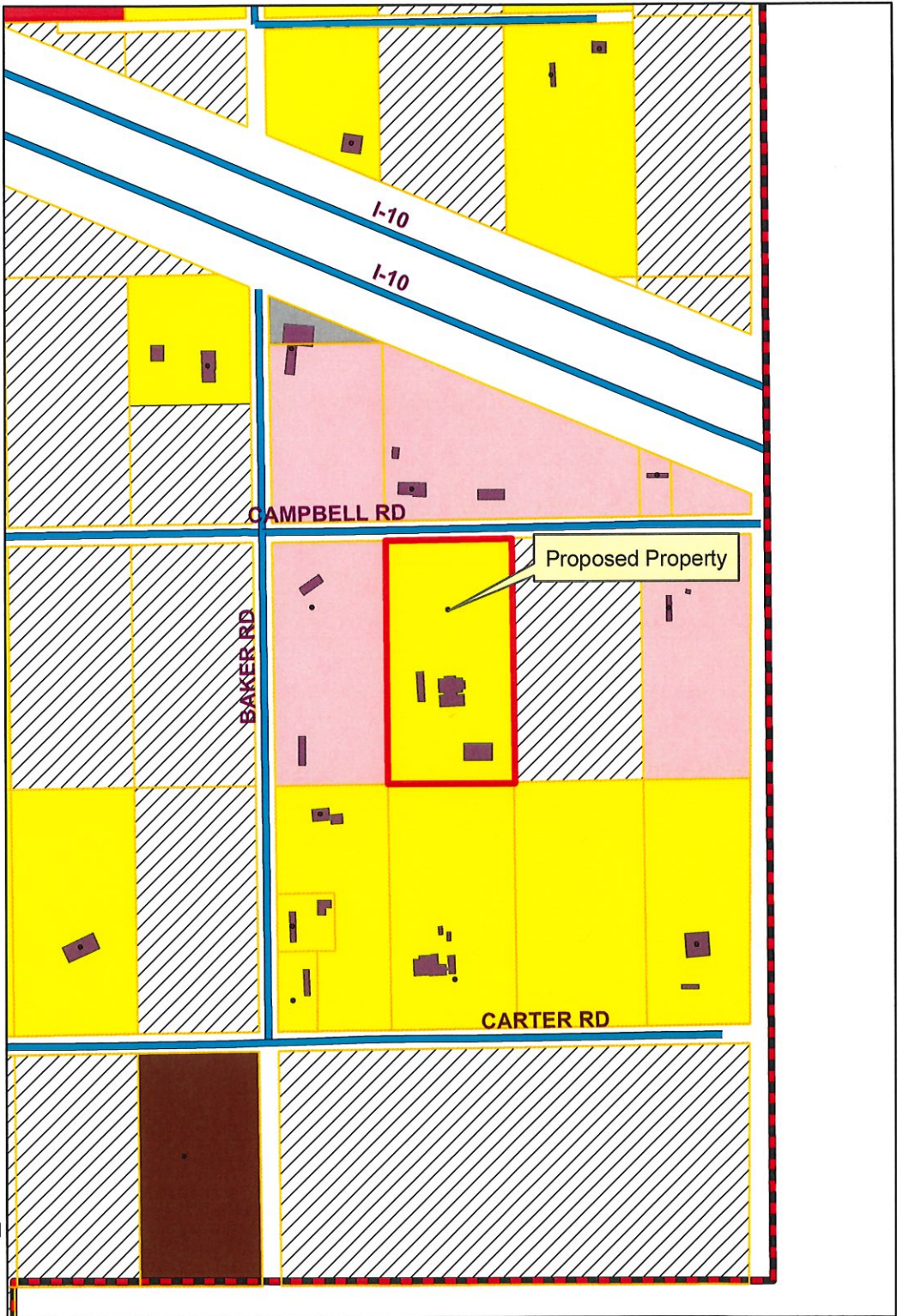


Exhibit D Future Land-Use

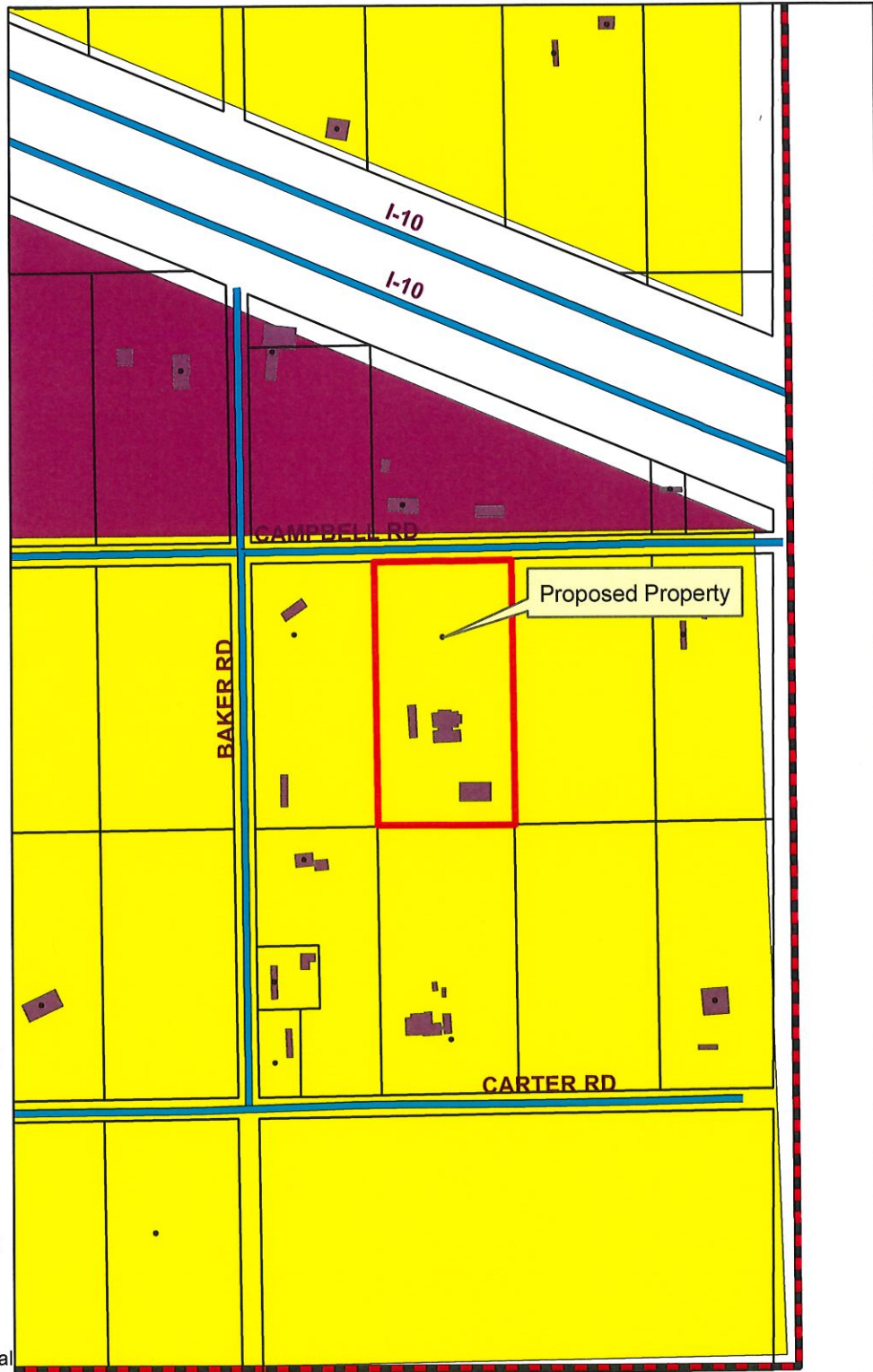
Prepared By:
City of Gautier
Planning Department

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 18, 2023
Title: Consider a request for a two-foot (2') variance to side-yard setback requirements and a fourteen-foot (14') variance to front-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 1408 Wesleyan Street, Gautier, MS (GPC #23-13-VAR)

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

Summary Explanation: Consider a request for a two-foot (2') variance to side-yard setback requirements and a fourteen-foot (14') variance to front-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 1408 Wesleyan Street, Gautier, MS (GPC #23-13-VAR) (PID #86037407.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the homeowner of 1408 Wesleyan Street, (PID #86037407.000) has requested a two-foot (2') variance to side-yard setback requirements and a fourteen-foot (14') variance to front-yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to build an unattached garage that would be eight-feet (8') from the side property line and would come fourteen feet (14') from the side property line and an accessory building must be behind the main structure front building line; and

WHEREAS, due to a live oak adjacent to the existing garage, and the rear yard is in a flood zone, the applicant is asking for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance for an accessory building in an R-1 Low Density Single-Family Residential Zoning District. Per the Unified Development Ordinance, an accessory building must be at least ten feet (10') from the side property line and must be behind the main structure front building line; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of the request based on the unique characteristics of the existing structure and land conditions;

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (approves or denies) the requested 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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 04/12/2023
Subject: Consider a request for a Variance to front yard and side yard setback requirements for an accessory building in a R-1 Low Density Single Family Residential Zoning District. 1408 Wesleyan Street, (GPC #23-13-VAR)

REQUEST:

The Planning Department has received a request from Carol Keating for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1408 Wesleyan Street, PID #86037407.100 (GPC #23-13-VAR). The application fee of \$175 was paid on February 22, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an unattached garage that would be eight feet (8') from the side property line and would come fourteen feet (14') in front of her house. Side yard setback requirements are ten feet (10') from the side property line and an accessory building must be behind the main structure front building line. Because there is a live oak tree adjacent to the existing garage, and the rear yard is in a flood zone, the applicant is asking for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance.

DISCUSSION:

The applicant is requesting a two-foot (2') side yard variance and a fourteen foot (14') front yard variance for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. Per the Unified Development Ordinance (UDO), an accessory building must be at least ten feet (10') from the side property line and must be behind the main structure front building line.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the

Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the request due to the unique characteristics of the existing structure and land conditions.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 4.6.23 (#23-13-VAR)
2. Complete Packet 23-13-VAR

Excerpt from April 6, 2023, Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance to setback requirements for an accessory building in a R-1 Low Density Single Family Residential Zoning District at 1408 Wesleyan Street, (GPC #23-13-VAR)

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

REQUEST:

The Planning Department has received a request from Carol Keating for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1408 Wesleyan Street, PID #86037407.100 (GPC #23-13-VAR). The application fee of \$175 was paid on February 22, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an unattached garage that would be eight feet (8') from the side property line and would come fourteen feet (14') in front of her house. Side yard setback requirements are ten feet (10') from the side property line and an accessory building must be behind the main structure front building line. Because there is a live oak tree adjacent to the existing garage, and the rear yard is in a flood zone, the applicant is asking for a two-foot (2') side yard variance and a fourteen foot (14') front yard variance.

DISCUSSION:

The applicant is requesting a two-foot (2') side yard variance and a fourteen foot (14') front yard variance for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. Per the Unified Development Ordinance (UDO), an accessory building must be at least ten feet (10') from the side property line and must be behind the main structure front building line.

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 - (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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison noted that the applicant’s hardship would be that because most of the lot is in a flood zone, she does not have a lot of land she can build on and she wants to preserve a live oak tree.

Mr. Ankerson explained that their existing home is in a flood zone and below base flood elevation because it was built before the flood maps were changed. Because they are below base flood elevation, they are not allowed to tie into the existing garage without raising the addition part. The addition would have to be at base flood elevation which is not conducive to what they are trying to do. This should also be considered.

Chairman Jamison asked the applicant to present her case.

The applicant’s son, **Jordan Keating**, stated that the applicant, **Carol Keating**, wanted to build a detached garage to store vehicles, equipment, grills, etc.

Ms. Keating stated she wanted to expand the existing garage but because of the flood zone she couldn't. She wanted to stay as close to the existing garage as possible.

Commissioner Ward asked if the structure would be constructed to match the house.

Ms. Keating stated that it would be built with matching brick and matching roof style.

Commissioner Ward stated that he agreed that there were some unique characteristics to the yard and to the elevation of the house.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that the City Council approve the request due to the unique characteristics of the existing structure and land conditions.

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

AYES: William Davis
Kay C. Jamison
Ricky Decoteau
Joshua Ward

ABSENT: Chris Hoover
Paul Gainer
DeAnna McManus

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 6, 2023

GPC #23-13-VAR

1408 Wesleyan Street

VII. NEW BUSINESS

3. Consider a request for a Variance to front yard and side yard setback requirements for an accessory building in a R-1 Low Density Single Family Residential Zoning District. 1408 Wesleyan Street, (GPC #23-13-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 22, 2023

Subject: Consider a request for a Variance to side yard and front yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 1408 Wesleyan Street, (GPC #23-13-VAR)

REQUEST:

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BACKGROUND:

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DISCUSSION:

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The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-13-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance _____

\$176.00

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

Name of Applicant: Carol KeatingName of Business: _____ Phone: 859.983.0518Property Address: 1408 Wesleyan Mailing Address (if Different): SAMEGautier, MS 39553E-Mail Address: song4parci@yahoo.comReason for request, location and intended use of Property: storage / garage2 ft variance on side (to property line) 14 ft variance to the front

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 2. A detailed project narrative.
- ☐ 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 Planning Director.

Signature of Applicant: Carol KeatingDate of Application: 2/17/23

FOR OFFICE USE ONLY

Date Received 2-22-23 Verify as Complete SAFee Amount Received 176.00 Initials of Employee Receiving Application BL

VARIANCE

Criteria for Approval

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

1. There is a live Oak ^{tree} adjacent to the current garage. Area in back of house/garage is in the flood zone.
- 2.) No. The tree has been there for many years and the area behind the house has been in the flood zone for years. Thus building site is limited to adjacent/forward of current garage.
3. I am unable to enlarge my garage (due to a part of the home being in the flood zone), I need to build a separate structure, adjacent to the garage and in order to keep the live Oak the structure will ^{need to} be built forward of the tree. This will also move ^(the structure) it further out of the flood zone. Without the approval I would not be able to put all (3) vehicles in out of element and have no where to store tools, lawn equipment etc.
- 4.) I do not think so as I look around the area and see other structures like the one I want to build, It will help the property to look neater (with things properly stored)

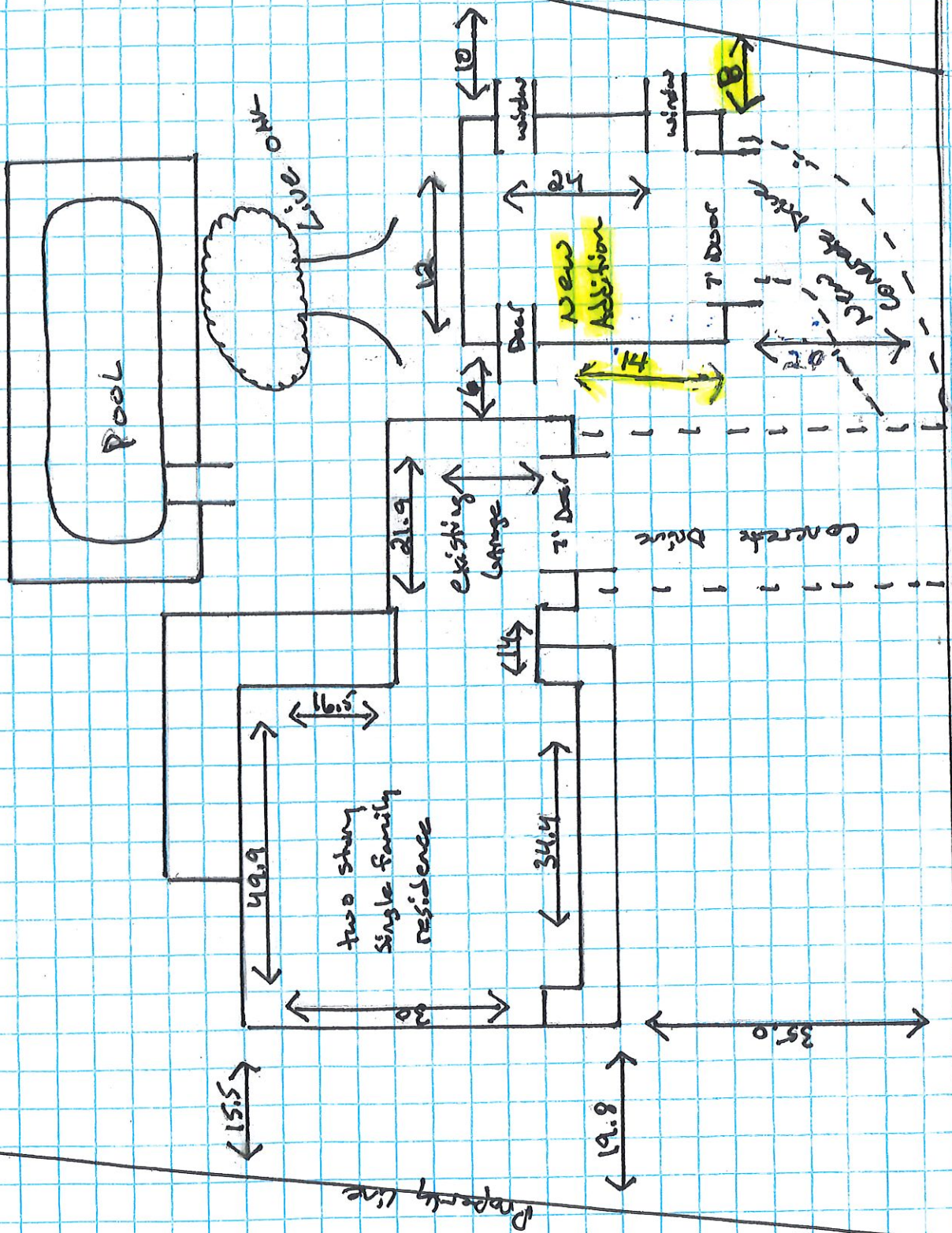
Specs For Garage Addition At 1709 Wesleyan Street

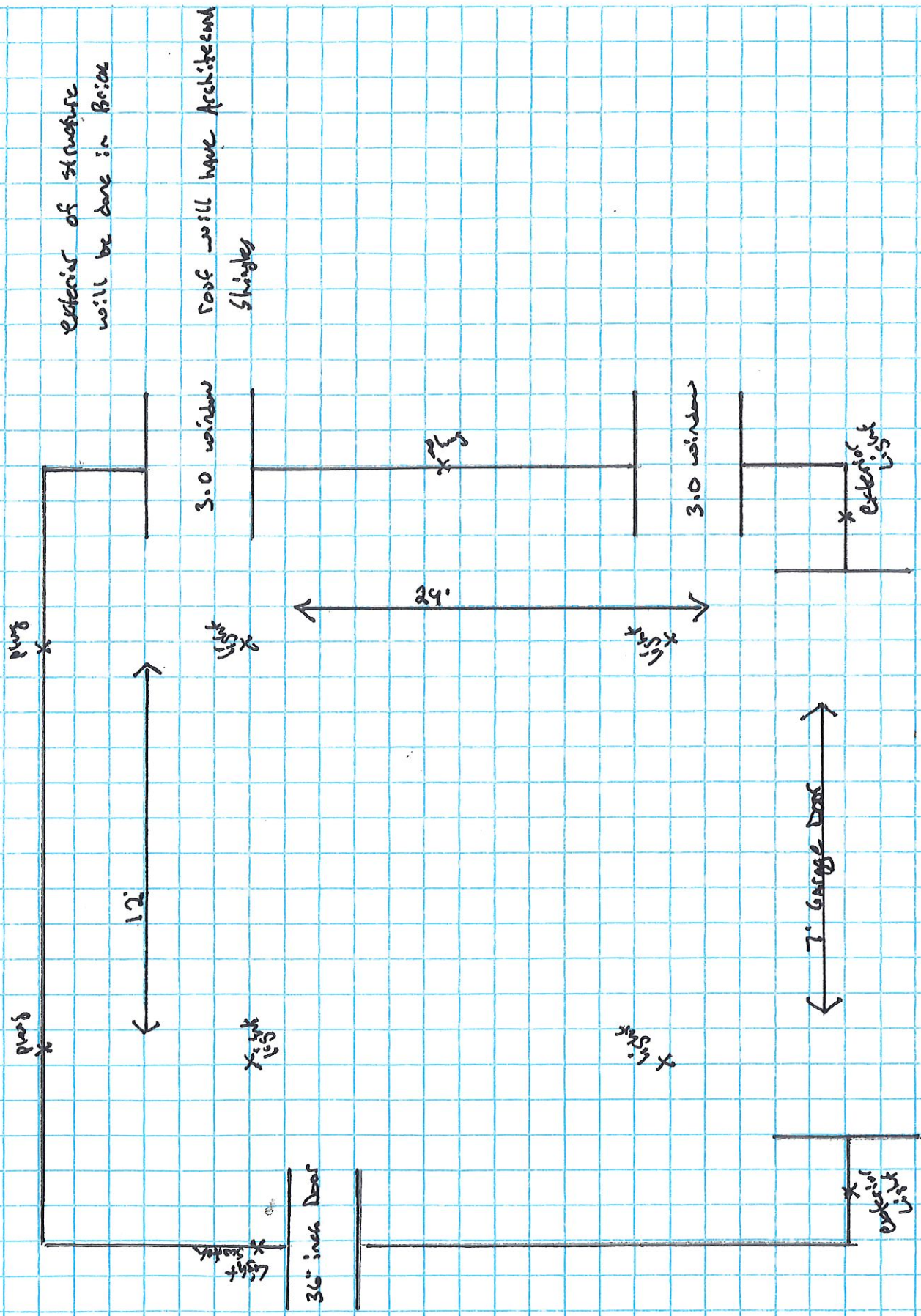
Gautier, MS.

- 1) Pour a four-inch driveway and slab with footings that will meet the city code.
- 2) Frame walls and roof system with 2x6 boards. With boards laid out every 16 inches on center.
- 3) Use $\frac{1}{2}$ inch plywood for the roof decking with decking clips as needed.
- 4) Install new R19 insulation bates in the walls and R30 insulation in the ceiling.
- 5) Run four receptacles, two light switches, four flush mount ceiling lights and three exterior lights.
- 6) Install a new attic ladder.
- 7) Hang, tape, and mud walls with $\frac{1}{2}$ inch drywall
- 8) Texture walls and ceilings with orange peel texture.
- 9) Paint walls and ceilings.
- 10) Install new seven-foot garage door and opener.
- 11) Install two 3.0 vinyl windows.
- 12) Install two 36-inch exterior doors.
- 13) Install new gutter system with two downspouts.
- 14) Install new brick on exterior of building.
- 15) Install new roof with ice and water shield and architectural shingles with thirty pound felt.
- 16) Pour new 4-foot wide concrete sidewalk in-between existing garage and new addition.

We are asking for a 2-foot variance from the side of new addition to the existing garage so the new structure can be built by code. We are also asking for a 14-foot variance from the new addition to the road due to a live oak tree keeping us from building further back and in line with the existing structure.

SITE Plan

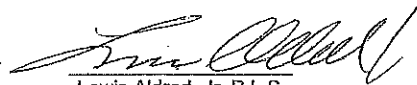


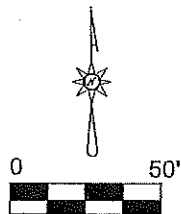


Description: Lots 6-7, Oakleigh Place Subdivision, Gautler, Jackson County, Mississippi as recorded in Plat Book 17, page 38, Office of Chancery Clerk, Jackson County Courthouse

This property is located in Flood Zone VE 18, Zone AE 16 and Zone X according to Flood Insurance Rate Map #28059C 0407 G, Revised March 16, 2009.

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms. 39569
228-762-7374
A12109


Lewis Aldred, Jr. P.L.S.
May 23, 2012



North
Class B Survey
Date of Field Survey
May 22, 2012

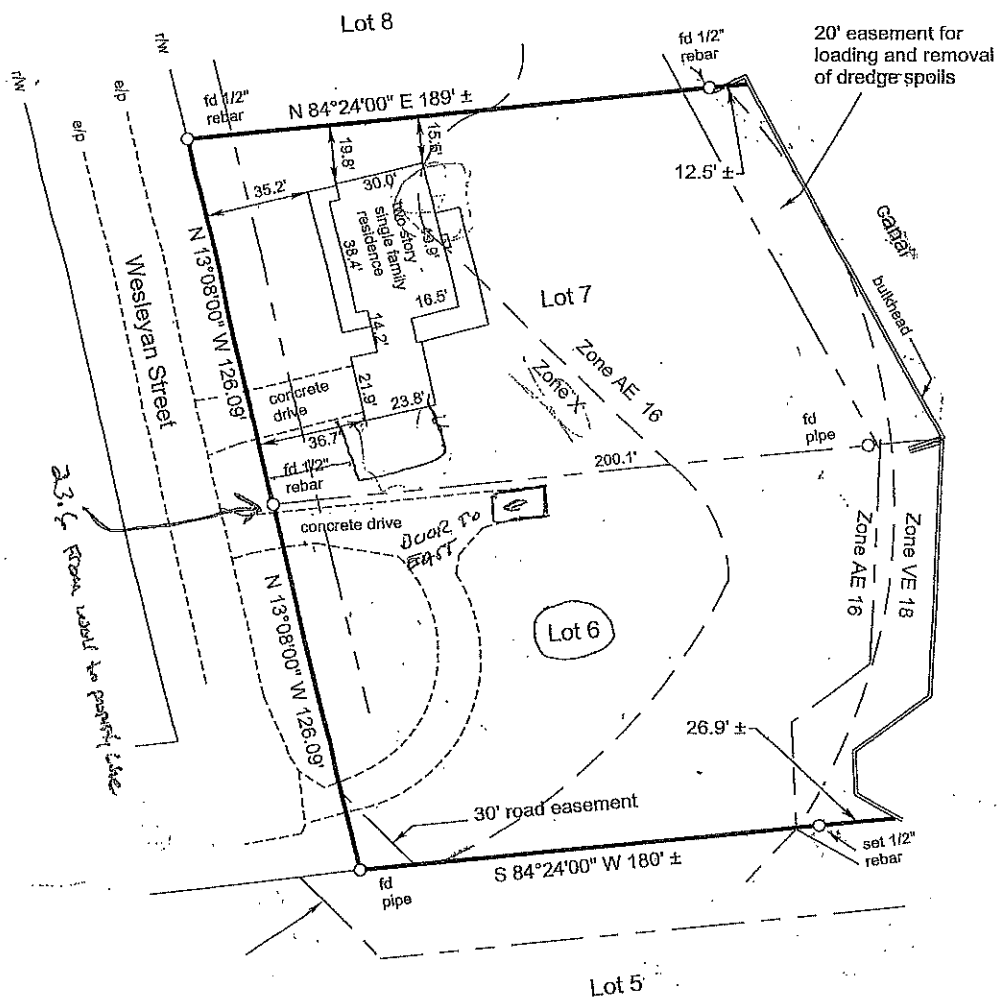
Reference Materials

DB 1673, pg 856
DB 1106, pg 318

e/p - edge of pavement
r/w - right-of-way
boc - back of curb

All bearings on this plat are based
on the north line of Lot 7.

Area - 1.18 acres ±



86037407.100 KEATING CAROL

PIDN: 86037407.100

GISP: 871.11-04-0086.00

Owner Information

Percent of Ownership: 100

Name: KEATING CAROL

Name 2: KEATING MICHAEL

Mailing Address: 1408 WESLEYAN ST

GAUTIER MS

39553

Site Address: 1408 WESLEYAN ST GAUTIER

Land Information

Section: 11

Acreage: 0

Township: 8

Range: 7

Street Name WESLEYAN
ST

Value and Tax Information

Total Assessed Value: 27886

Total Appraised Value: 278864

Improvement Value: 240274

Land Value: 38590

Tax Amount: 0

SQ FT: 2639

Year Built: 1988

Legal Description

Description: LOT 7 OAKLEIGH PLACE S/D PB 17-3

8 DB 2054-100 (86 MAP871.11-04)

Deed Book / Page: 2054 / 100

86037407.100 KEATING CAROL



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

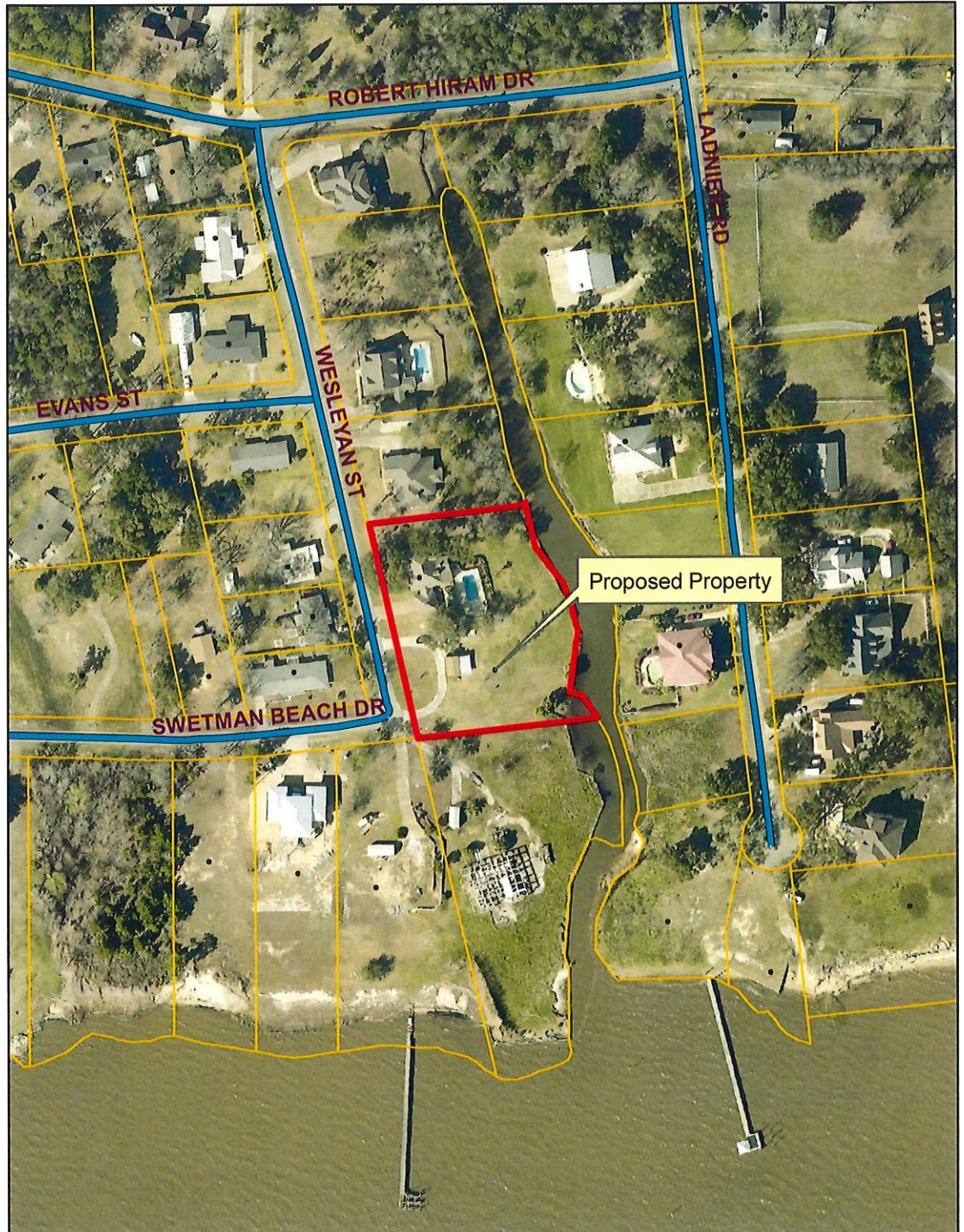


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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

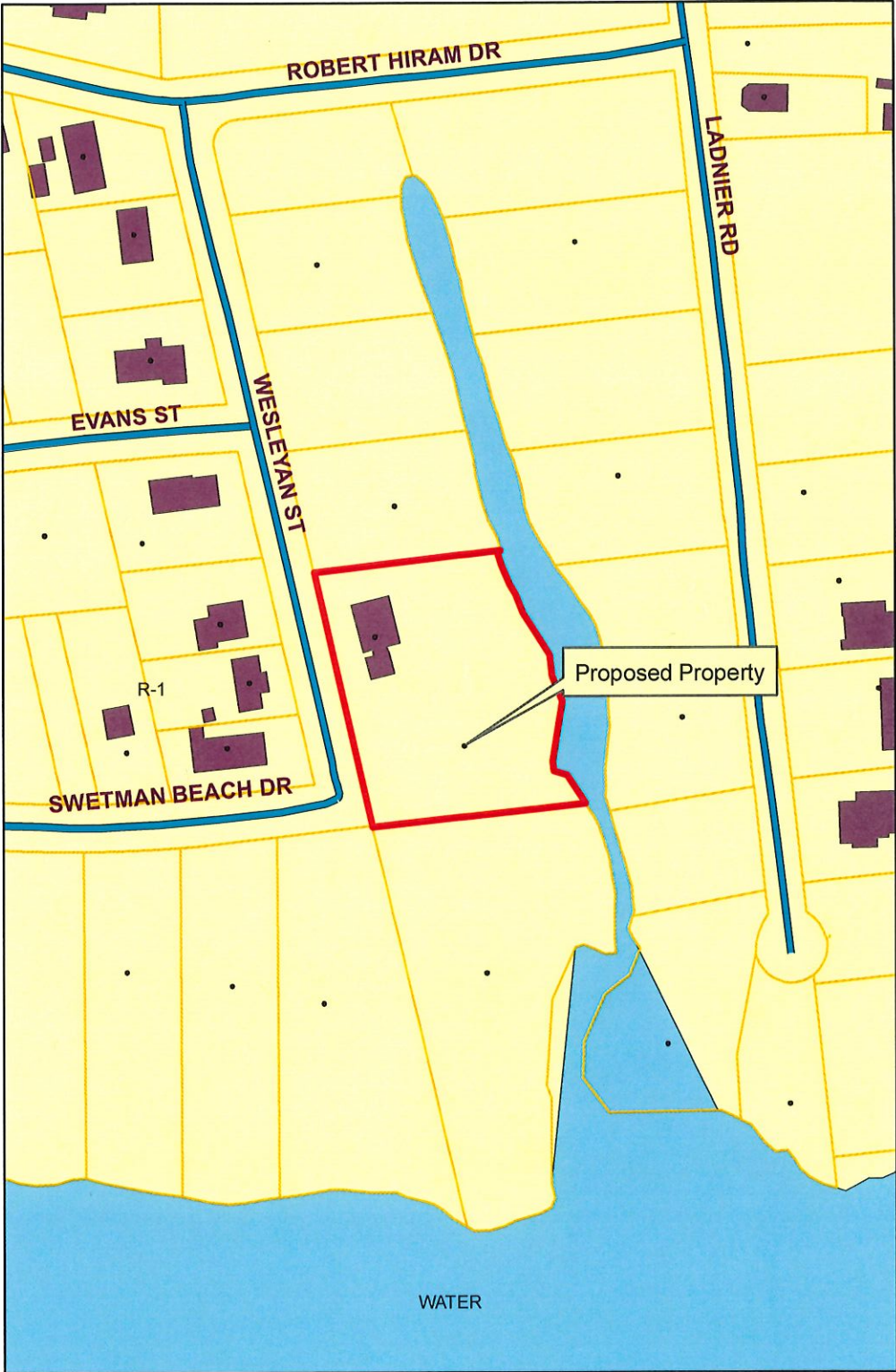


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

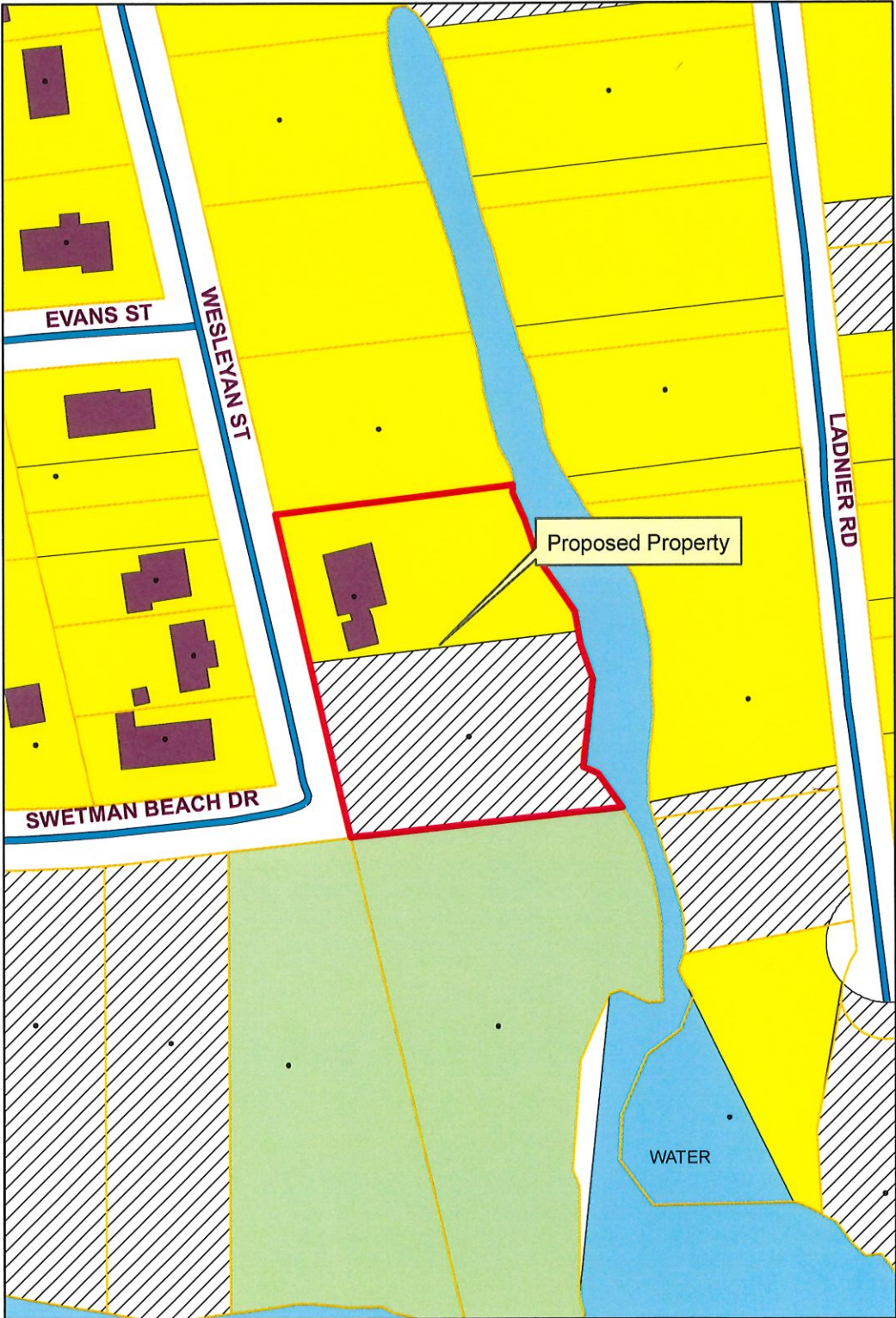


Exhibit D

Future Land-Use

Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting: April 18, 2023
Title: Approval of the Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 18, 2023.

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC Account Number 001-060-602	232062	04/18/2023	04/04/2023			11,250.00	
		Description APR 2023 RETAINER		Invoice # 117	Date 04/04/2023	P.O.	Amount	11,250.00
001	CENTERPOINT ENERGY Account Number 001-161-630 001-161-630	232063	04/18/2023	04/04/2023			108.31	
		Description CENTRAL FIRE:2/24-3/27/23 SOUTH FIRE:2/24-3/27/23		Invoice # 11000885-1 11000999-0	Date 03/31/2023 03/31/2023	P.O.	Amount	58.44 49.87
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	232064	04/18/2023	04/04/2023			2,357.00	
		Description MAR 2023 SPECIAL ASSESSMENTS		Invoice # 03312023	Date 04/03/2023	P.O.	Amount	2,357.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	232065	04/18/2023	04/04/2023			565.00	
		Description MAR 2023 INTERLOCK FEES		Invoice # 03312023	Date 04/03/2023	P.O.	Amount	565.00
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	232066	04/18/2023	04/04/2023			34,496.75	
		Description MAR 2023 COURT ASSESSMENTS		Invoice # 03312023	Date 04/03/2023	P.O.	Amount	34,496.75
001	RJ YOUNG COMPANY LLC Account Number 001-100-699 001-100-699	232067	04/18/2023	04/04/2023			204.74	
		Description FNK100-01 RENTAL FEE ADMIN FEE		Invoice # INV6246050 INV6246050	Date 03/24/2023 03/24/2023	P.O.	Amount	196.74 8.00
001	JACKSON COUNTY ADULT DETENTION CENTER Account Number 001-010-696 001-010-696	232105	04/18/2023	04/10/2023			11,938.85	
		Description MAR 2023 ADC CHGS PHARMACY CHGS		Invoice # 03312023 03312023	Date 04/03/2023 04/03/2023	P.O.	Amount	11,550.00 388.85
001	SPARKLIGHT Account Number 001-170-698	232106	04/18/2023	04/10/2023			105.29	
		Description APR 2023:SR BLDG#120793682		Invoice # 04012023	Date 04/15/2023	P.O.	Amount	105.29
001	SPARKLIGHT Account Number 001-092-698	232107	04/18/2023	04/10/2023			141.07	
		Description APR 2023:#107571481		Invoice # 04012023	Date 04/15/2023	P.O.	Amount	141.07
001	ACE DATA STORAGE INC Account Number 001-100-699	232108	04/18/2023	04/10/2023			60.00	
		Description MAR 2023 SHREDDING SERVICE		Invoice # 0090664	Date 04/01/2023	P.O.	Amount	60.00
001	C SPIRE WIRELESS Account Number 001-100-699	232109	04/18/2023	04/10/2023			274.05	
		Description NCIC EQUIP CHGS 3000652433		Invoice # 652433-22	Date 04/01/2023	P.O.	Amount	274.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	232110	04/18/2023	04/10/2023			831.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST-94987002		03182023	03/23/2023		87.55	
	001-201-633	DOLPHIN ST-94988002		03182023	03/23/2023		64.12	
	001-201-633	DOLPHIN ST-94989002		03182023	03/23/2023		78.80	
	001-201-633	DOLPHIN ST-94990002		03182023	03/23/2023		600.98	
001	SINGING RIVER ELECTRIC COOPERATIVE	232111	04/18/2023	04/10/2023			123.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION-66582005		03182023	03/23/2023		95.84	
	001-170-631	FITNESS TRAIL-109268001		03182023	03/23/2023		27.70	
001	SINGING RIVER ELECTRIC COOPERATIVE	232112	04/18/2023	04/10/2023			2,246.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		03182023	03/23/2023		1,423.28	
	001-201-629	SIGNAL LIGHT 89113001		03182023	03/23/2023		67.35	
	001-170-631	CITY PARK RESTRMS 89912001		03182023	03/23/2023		416.98	
	001-201-633	STREET LIGHTS 90345002		03182023	03/23/2023		171.08	
	001-092-631	RECORDS BLDG 90790001		03182023	03/23/2023		119.12	
	001-170-631	FRAZIER RESTRMS 98546001		03182023	03/23/2023		48.29	
001	AUTOZONE INC	232114	04/18/2023	04/10/2023			7.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SYLV MINI BULB: STAFF 48		4907341492	03/01/2023		7.39	
001	AUTO TRUCK AND TRAILER PARTS INC	232115	04/18/2023	04/10/2023			695.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	3/8 HYD HOSE: JD TRACTOR		304360	03/08/2023		73.55	
	001-170-639	HYD FLUID (2): REC EQUIP		304373	03/09/2023		108.00	
	001-170-639	1/2" BOLT (4): JD TRACTOR		304473	03/14/2023		12.44	
	001-170-639	BATTERY: EXMARK MOWER		304474	03/14/2023		54.00	
	001-161-638	TOGGLE BOOT;BRASS FITTING: E2		304508	03/15/2023		9.55	
	001-161-638	FUEL TREATMENT: E2		304508	03/15/2023		35.00	
	001-170-639	FUEL FILTER: JD TRACTOR		304503	03/16/2023		12.15	
	001-100-570	G30 ANTIFREEZE (12): POLICE		304705	03/23/2023		180.00	
	001-100-570	BTY TERMINAL(2);WASHER FLD(6)		304706	03/23/2023		30.70	
	001-170-639	FENDER (2): UTY TRAILER		304942	03/31/2023		180.00	
001	BELL AUTO PARTS INC	232117	04/18/2023	04/10/2023			508.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	60" EXMARK BLADE SET (2)		44815	02/16/2023		175.52	
	001-170-639	125-9371 BELT: REC EQUIP		44815	02/16/2023		99.25	
	001-170-639	116-8187 BELT: REC EQUIP		D059576	02/27/2023		99.85	
	001-170-639	EXMARK BLADE BOLTS (20)		D059586	03/07/2023		133.80	
001	FUELMAN	232118	04/18/2023	04/10/2023			3,579.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64121821	04/03/2023		81.85	
	001-092-525	UNL FUEL		NP64121821	04/03/2023		41.18	
	001-100-525	UNL&DSL FUEL		NP64121821	04/03/2023		2,702.51	

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	232118	04/18/2023	04/10/2023			3,579.97	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-525	DSL FUEL		NP64121821	04/03/2023			359.62
	001-170-525	UNL FUEL		NP64121821	04/03/2023			310.95
	001-205-525	UNL FUEL		NP64121821	04/03/2023			83.86
001	46 ENTERTAINMENT INC	232119	04/18/2023	04/10/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1712	04/05/2023			6,500.00
001	DELTA COMPUTER SYSTEMS INC	232120	04/18/2023	04/10/2023			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	2022 ACA ELECTRONIC FILING		DHLXT00806	03/31/2023			600.00
001	DIRECTV LLC	232122	04/18/2023	04/10/2023			190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAY)		X230414	04/14/2022			190.00
001	FOSTERS A/C & HEATING INC	232123	04/18/2023	04/10/2023			1,679.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	REPL MOTOR, CNTRL BOARD: SFD		W1123589	03/28/2023			1,569.45
	001-161-635	LABOR		W1123589	03/28/2023			110.00
001	GAUTIER FAMILY CLINIC LLC	232124	04/18/2023	04/10/2023			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE EMP PHYSICAL: SIMMONS,S		04052023	04/05/2023			100.00
	001-100-604	DRUG SCREEN: SIMMONS,S		04052023	04/05/2023			20.00
001	RELX INC DBA LEXISNEXIS	232125	04/18/2023	04/10/2023			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2023 4254VNBSY		3094387698	03/31/2023			123.60
001	PITTMAN HOWDESHELL PLLC	232126	04/18/2023	04/10/2023			920.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV:SR MALL PROPERTY		1214	03/31/2023			920.00
001	SHERRY FARABEE	232127	04/18/2023	04/10/2023			62.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	PER DIEM REIMB: CLERK TRNG		04032023	04/03/2023			62.23
001	SOUTHERN TIRE MART LLC DEPT 143	232128	04/18/2023	04/10/2023			159.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	SERV CALL-FLAT REPR: R33		2500122779	03/30/2023			159.95
001	VICTIMS OF HUMAN TRAFFICKING FUND	232129	04/18/2023	04/10/2023			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	MAR 2023 STATE ASSESSMENT		03312023	04/01/2023			25.00
001	MS DEPT ARCHIVES & HISTORY	232130	04/18/2023	04/10/2023			93.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-279	RECORD FEES: 1ST QTR 2023		03312023	03/31/2023			93.50

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HEFLIN ENGINEERING INC	232131	04/18/2023	04/10/2023			20,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	CONCEPT DESIGN: B-DAVIS PARK		1050	02/01/2023			20,000.00
001	LAWN CARE NEAR ME LLC	232132	04/18/2023	04/10/2023			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-520	FLOWER BED MAINT: HWY 90		INV-000162	04/06/2023			900.00
001	LOWES HOME CENTERS INC	232136	04/18/2023	04/11/2023			1,758.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	PAINT/SUPPLIES: WFD POLES		901365	02/26/2023			61.48
	001-161-559	60W LED 8CT;KB 5PC CONN KIT		901663	02/27/2023			33.21
	001-161-559	KB DUAL FOOT INFLATOR (3)		901663	02/27/2023			51.24
	001-092-639	.5 HP SUMP PUMP: NPG FOUNTAIN		915129	02/27/2023			223.24
	001-205-559	SCHLAGE BRASS KEY (2): MAINT		901043	02/28/2023			6.62
	001-161-559	5G SL TOTE; 40G SL TOTE		902705	03/01/2023			45.57
	001-170-634	REPR SECURITY LIGHT		919297	03/01/2023			13.27
	001-161-639	KB DUAL FT INFLTR; PTFE TAPE		902880	03/02/2023			19.54
	001-170-511	6" PLASTIC PLANTER (20)		902885	03/02/2023			39.40
	001-100-559	81OZ CLOROX BLEACH (2)		902847	03/02/2023			11.94
	001-205-559	3/4" BRAIDED TUBING(2);SCREW		901487	03/02/2023			50.68
	001-170-635	FAUCET HANDLE: GM PARK RESTRM		901548	03/02/2023			12.34
	001-170-634	S40 PIPE,TEE;PVC CPLG: BACOT		901472	03/02/2023			91.56
	001-170-634	REPR SECURITY LIGHT		901493	03/06/2023			16.14
	001-170-639	QT ACETONE; CHIP BRUSH (3)		901374	03/06/2023			14.93
	001-170-559	DW 6" RECIP SAW BLADE 5PK		901374	03/06/2023			12.34
	001-161-635	1G SFTY RED PAINT; 3PK BRUSH		902307	03/08/2023			53.64
	001-170-634	80LB QUIKRETE(42): REC/BDAVIS		901356	03/08/2023			220.46
	001-201-559	YLW SPRAY PAINT 6PK:SPD BUMPS		901883	03/09/2023			37.99
	001-205-639	REPR PARTS:SHOP PRESSURE WSHR		901245	03/13/2023			52.65
	001-170-634	2-8-8 #2 PRIME (4): PIER		901050	03/13/2023			39.44
	001-170-559	5LB 3.5" SCREWS; LTHR GLOVES		901050	03/13/2023			51.27
	001-161-559	CM 50 GAL CHEST: ROPE CACHE		902868	03/14/2023			94.99
	001-170-559	15' 3 PRONG EXT CORD		902048	03/15/2023			12.81
	001-170-559	11" CABLE TIES 50PK		902020	03/15/2023			37.99
	001-161-559	CM 50 GAL CHEST(3) ROPE CACHE		909605	03/15/2023			284.94
	001-161-559	SHARPIE BLK 5PK; RECEPT PLATE		902138	03/16/2023			8.80
	001-170-577	ORTHENE 12 OZ FIRE ANT (3)		901239	03/17/2023			39.84
	001-170-559	LTHR GLOVES;PHILLIPS SCRWDVR		901239	03/17/2023			18.97
	001-170-559	SFTY HASP (2); HINGE 2PK (2)		901884	03/20/2023			14.56
	001-205-559	KB 3PC SOCKET STORAGE TRAY		901180	03/23/2023			22.79
	001-205-559	3/8"SOCKET; HEX BOLT;STP NUT		901180	03/23/2023			10.24
	001-100-559	2A10BC FIRE EXT: PD BREAKRM		902541	03/20/2023			53.19
001	AIRGAS USA LLC	232140	04/18/2023	04/11/2023			271.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9996014200	03/31/2023			271.57

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	232141	04/18/2023	04/11/2023			1,033.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	GAL ANTIFREEZE (9): ENG 5	1978280309	03/01/2023			194.91	
	001-161-638	RTN CR: PRESSURE SENSOR E5	1978280248	03/02/2023			-83.69	
	001-100-570	QT MOTORCYCLE OIL(2); FUNNEL	1978280429	03/02/2023			28.27	
	001-100-570	KEY FOB BATTERY 2PK	1978280429	03/02/2023			9.99	
	001-100-570	SILV TAPE; 11PC TORX SET	1978445736	03/06/2023			31.98	
	001-100-570	HEX BITS SET; UTLY KNIFE	1978445736	03/06/2023			37.98	
	001-170-638	WIPER BLADE (2): 2011 F150	1978280944	03/06/2023			5.40	
	001-161-638	SYL SEALED BEAM: FIRE DEPT	1978281011	03/06/2023			5.69	
	001-100-570	6QT OIL; OIL FILTER: #10636	1978281503	03/10/2023			88.22	
	001-100-570	WIPER BLADE(3); PCV VALVE	1978281845	03/13/2023			38.52	
	001-100-570	MICRO V BELT: #19684	1978282329	03/17/2023			11.05	
	001-161-639	BATTERY: FD LAWNMOWER	1978282703	03/20/2023			56.93	
	001-100-570	RTN CR: 11PC TORX SET	1978282704	03/20/2023			-15.99	
	001-100-570	CONTROL ARM ASY (2): #12458	1978282708	03/20/2023			162.24	
	001-100-570	BRK PADS; ROTORS TRN(2): #17530	1978282847	03/21/2023			64.57	
	001-100-570	LAT CONTROL ARM (2): #12458	1978282895	03/22/2023			154.14	
	001-205-570	FUEL PUMP ASSY, PLUG: #01271	1978282896	03/22/2023			132.82	
	001-100-570	ROTORS TRN: #7530	1978282897	03/22/2023			25.00	
	001-170-638	P/W FLUID; ERASER WHL; WIPER FLD	1978282916	03/22/2023			52.35	
	001-161-638	TOGGLE SWITCH: ENG 2	1978283115	03/23/2023			14.98	
	001-100-570	HEATER HOSE; THERMOSTAT: #12416	1978283518	03/27/2023			71.64	
	001-205-570	RTN CR: FUEL PUMP #01271	1978283595	03/27/2023			-123.76	
	001-205-570	FUEL PUMP CARTRIDGE: #01271	1978283596	03/27/2023			70.51	
001	TEC	232143	04/18/2023	04/11/2023			201.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	1076101	04/01/2023			201.56	
001	CINTAS CORPORATION	232144	04/18/2023	04/11/2023			542.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	MAR 01 2023 MAINT	4147983131	03/01/2023			108.51	
	001-205-535	MAR 08 2023 MAINT	4148693208	03/08/2023			108.51	
	001-205-535	MAR 15 2023 MAINT	4149390909	03/15/2023			108.51	
	001-205-535	MAR 22 2023 MAINT	4150095625	03/22/2023			108.51	
	001-205-535	MAR 29 2023 MAINT	4150801102	03/29/2023			108.51	
001	ELAN FINANCIAL SERVICES	232146	04/18/2023	04/11/2023			440.73	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	ONEWAY APP: MAR 2023	03222023	03/22/2023			75.00	
	001-170-513	SUPPLIES: EASTER EVENT	03222023	03/23/2023			236.73	
	001-001-509	GRADUATION HONOR CORDS (10)	03292023	03/29/2023			54.00	
	001-092-606	ONEWAY APP: APR 2023	04022023	04/03/2023			75.00	
001	ADVANCE AUTO PARTS	232152	04/18/2023	04/12/2023			21.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	22" WIPER BLADE (2)	3308667224	03/27/2023			21.42	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	232155	04/18/2023	04/12/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001294972	03/31/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001295034	03/31/2023			250.00
001	SPARKLIGHT	232157	04/18/2023	04/12/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2023:POLICE #107718371		04082023	04/08/2023			127.95
001	SPARKLIGHT	232158	04/18/2023	04/12/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2023:CBL BOX#118476316		04082023	04/08/2023			62.38
001	GALLS LLC	232165	04/18/2023	04/12/2023			39.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	POLY STGR FLASHLIGHT CARRIER		024065465	04/04/2023	230597		37.40
	001-100-535	SHIPPING		024065465	04/04/2023	230597		2.21
001	REYNOLDS WHOLESALE CO	232166	04/18/2023	04/12/2023			377.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	MF BROWN TOWELS CS (4)		74241	04/11/2023	230729		99.80
	001-161-510	COMET POWDER 21OZ CAN (6)		74241	04/11/2023	230729		10.14
	001-161-510	SCOURING PADS (10)		74241	04/11/2023	230729		4.90
	001-161-510	SCRUBBING SPONGE (10)		74241	04/11/2023	230729		8.90
	001-161-510	DAWN DETERGENT 38OZ (6)		74241	04/11/2023	230729		37.74
	001-161-510	409 CLEANER 32OZ (6)		74241	04/11/2023	230729		29.94
	001-161-510	WINDEX 32OZ (8)		74241	04/11/2023	230729		42.32
	001-161-510	PINE SOL 144OZ (3)		74241	04/11/2023	230729		39.75
	001-161-510	BLEACH GAL (6)		74241	04/11/2023	230729		22.95
	001-161-510	GOJO SOAP (8)		74241	04/11/2023	230729		47.92
	001-161-510	24X32 WHT CAN LINER 500CT		74241	04/11/2023	230729		32.95
001	PASCAGOULA SHEET METAL WORKS INC	232167	04/18/2023	04/12/2023			66.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CARBON STEEL ANGLE 10' (2)		79515	03/29/2023	230665		66.72
001	GULF STATES DISTRIBUTORS	232168	04/18/2023	04/12/2023			2,650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	AE9FP 9MM 147 GR FMJ		1441537-IN	03/30/2023	230237		2,650.00
001	MS FIRE ACADEMY	232169	04/18/2023	04/12/2023			885.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE INSP 1031-I: ANSEMAN,B		30132	03/31/2023	230069		885.00
001	BELL AUTO PARTS INC	232170	04/18/2023	04/12/2023			916.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	#116-8187 BELT SHORT (2)		44848	03/14/2023	230610		199.70
	001-170-639	#125-9371 BELT LONG (2)		44848	03/14/2023	230610		198.50
	001-170-639	#126-9835 BELT DRIVE (2)		44848	03/14/2023	230610		79.80
	001-170-639	EXMARK BLADE SET 60" (5)		44848	03/14/2023	230610		438.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MURRAY'S NURSERY	232171	04/18/2023	04/12/2023			345.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	SASANQUA CAMELIA 3G (23)	5561	03/28/2023	230674		345.00	
001	GULF HYDRAULICS & PNEUMATICS INC	232172	04/18/2023	04/12/2023			316.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	CYLINDER REPAIR KIT (2)	184753	04/06/2023	230723		61.62	
	001-170-639	SHOP LABOR: RESEAL CYLS	184753	04/06/2023	230723		255.00	
001	PASCAGOULA TIRE & SERVICE INC	232176	04/18/2023	04/12/2023			2,436.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FS FIREHAWK PURSUIT(4):#12458	109765	03/15/2023	230505		472.04	
	001-100-638	INSTALLATION PACKAGE	109765	03/15/2023	230505		98.00	
	001-100-638	4 WHEEL ALIGNMENT	109765	03/15/2023	230505		79.99	
	001-100-638	FS FIREHAWK PURSUIT(4):#10724	109898	03/22/2023	230644		523.08	
	001-100-638	INSTALLATION PACKAGE	109898	03/22/2023	230644		98.00	
	001-100-638	4 WHEEL ALIGNMENT	109898	03/22/2023	230644		79.99	
	001-100-638	FS FIREHAWK PURSUIT(4):#17823	109895	03/21/2023	230507		523.08	
	001-100-638	INSTALLATION PACKAGE	109895	03/21/2023	230507		98.00	
	001-100-638	4 WHEEL ALIGNMENT	109895	03/21/2023	230507		79.99	
	001-170-638	FS ALL SEASON(2): '19 CARAVAN	110050	03/29/2023	230664		239.88	
	001-170-638	INSTALL PACKAGE BASIC	110050	03/29/2023	230664		54.00	
	001-170-638	THRUST WHEEL ALIGNMENT	110050	03/29/2023	230664		89.99	
001	STRUTHERS RECREATION LLC	232177	04/18/2023	04/12/2023			6,909.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	GT 90843 DBL TWIN SPRL SLIDE	1034330105	04/03/2023	230412		5,735.00	
	001-170-702	FREIGHT: GEORGE MARTIN PARK	1034330105	04/03/2023	230412		1,174.34	
001	JOSEPH DAVIS	232178	04/18/2023	04/12/2023			2,920.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	LABOR-PAINT EXT TRIM: C HALL	113	04/10/2023	230622		2,250.00	
	001-092-635	10G PAINT: DOORS & SHUTTERS	113	04/10/2023	230622		670.00	
001	SUN HERALD ADVERTISING	232179	04/18/2023	04/12/2023			60.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE: GPC 23-11 VAR	186282	03/31/2023	230662		19.80	
	001-090-615	PUBLIC NOTICE: GPC 23-12 VAR	186282	03/31/2023	230662		19.80	
	001-090-615	PUBLIC NOTICE: GPC 23-13 VAR	186282	03/31/2023	230662		21.12	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232180	04/18/2023	04/12/2023			563.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	BALLPOINT BLK PEN 12/BX	3533573908	03/23/2023	230655		1.71	
	001-022-500	POST-IT 1 3/8X1 7/8 12/PK (2)	3533573908	03/23/2023	230655		10.34	
	001-040-500	CERTIFICATE PAPER 100/PK	3533573908	03/23/2023	230655		9.90	
	001-022-500	HD ACCORDION FILE MTH INDEX	3533573908	03/23/2023	230655		11.17	
	001-040-500	NOTARIAL SEAL 2" GOLD 44/PK	3533573908	03/23/2023	230655		4.25	
	001-040-500	RETRACT PEN BP BLU 12/BX	3533573908	03/23/2023	230655		13.23	
	001-040-500	RETRACT PEN BP BLK 12/BX	3533573908	03/23/2023	230655		8.94	
	001-040-500	RETRACT PEN MP ASRT 12/BX	3533573908	03/23/2023	230655		16.06	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232180	04/18/2023	04/12/2023			563.84	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	BASIC FILE BOX 10/PK	3533573908	03/23/2023	230655	14.95		
	001-040-500	DAB N SEAL 4/PK (2)	3533573908	03/23/2023	230655	12.74		
	001-040-500	HP962XL TWIN BLK/CYAN/MAG/YEL	3533573908	03/23/2023	230655	193.89		
	001-040-500	CLIPBOARD LETTER SIZE 3/PK	3533573908	03/23/2023	230655	5.26		
	001-040-500	LABEL 2X4 ASRT NEON COLOR	3533573908	03/23/2023	230655	11.41		
	001-010-703	DESK DBL PEDESTAL CHERRY	3533573908	03/23/2023	230655	249.99		
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	232182	04/18/2023	04/12/2023			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	TERRORISM AWARENESS: WERNER, T	101217	04/11/2023	230733	300.00		
001	STERLING PETROLEUM PRODUCTS INC	232184	04/18/2023	04/12/2023			1,135.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	55 GAL DRUM MOTOR OIL 5W20 (2)	102585	03/27/2023	230642	1,135.20		
001	SENTRY SPORTS A TO Z LLC	232185	04/18/2023	04/12/2023			24,527.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-751	NILAND TYPE C ASSY: DOWNPMT	609	03/31/2023	230680	10,603.00		
	001-201-751	NILAND TYPE B ASSY: DOWNPMT	609	03/31/2023	230680	8,443.00		
	001-201-751	NILAND TYPE C POLE: DOWNPMT	609	03/31/2023	230680	2,740.50		
	001-201-751	NILAND TYPE B POLE: DOWNPMT	609	03/31/2023	230680	2,740.50		
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	232186	04/18/2023	04/12/2023			205.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	BLK JACKET #7006	25191	03/28/2023	230608	45.00		
	001-100-535	EMBROIDERY	25191	03/28/2023	230608	5.00		
	001-100-535	BLK JACKET #12694	25186	03/28/2023	230579	45.00		
	001-100-535	BLK JACKET #7006	25186	03/28/2023	230579	45.00		
	001-100-535	BLK JACKET #12710	25186	03/28/2023	230579	45.00		
	001-100-535	EMBROIDERY	25186	03/28/2023	230579	5.00		
	001-100-535	SHIPPING	25186	03/28/2023	230579	15.00		
001	AMAZON CAPITAL SERVICE	232187	04/18/2023	04/12/2023			456.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-559	1500LB CAPACITY JACK STAND(2)	1M3DQWQ1LT	03/20/2023	230636	219.38		
	001-205-559	DD350X DRILL BIT SHARPENER	1M3DQWQ1LT	03/20/2023	230636	59.95		
	001-170-511	SS ICE SCOOP: SR CENTER	17KKHTRP6W	03/30/2023	230671	7.99		
	001-170-634	BSKTBALL NET OUTDR(2):FRASIER	17KKHTRP6W	03/30/2023	230671	18.98		
	001-170-634	FLD MARKING PAINT 24/CT:BACOT	17KKHTRP6W	03/30/2023	230671	149.95		
001	STEINER SAW & MOWER	232190	04/18/2023	04/12/2023			165.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	STIHL PARTS: CHAINSAW	038151	03/14/2023	230559	46.00		
	001-161-639	LABOR: REPR CHAINSAW	038151	03/14/2023	230559	85.00		
	001-161-639	SHOP SUPPLIES	038151	03/14/2023	230559	4.00		
	001-161-639	HYDRO SPRING (2)	038170	03/21/2023	230649	20.00		
	001-161-639	TENSION SPRING	038170	03/21/2023	230649	10.00		

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	232195	04/18/2023	04/13/2023			11,011.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		04142023	04/14/2023			11,011.26
001	M & E FEED & SEED	232196	04/18/2023	04/13/2023			46.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (1)		747904	04/01/2023			46.99
FUND TOTAL	1 Claims	to	Checks	62 Total	161,945.73	Manual	Held	Total 161,945.73

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	232163	04/18/2023	04/12/2023			47,704.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 22.63%		11	04/12/2023			47,704.06
FUND TOTAL 130 Claims	to	Checks	1 Total	47,704.06	Manual		Held	Total 47,704.06

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	232189	04/18/2023	04/12/2023			501.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	SIREN CONTROL: U #18407		A56416	04/03/2023	230645	479.00	
	156-100-799	SHIPPING		A56416	04/03/2023	230645	22.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	501.00 Manual		Held	Total	501.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	232173	04/18/2023	04/12/2023			1,272.00	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	160-161-702		ASCENDER QUICK ROLL LEFT	337354X1	03/29/2023	230109		212.00
	160-161-702		SYSTEM HURLEY PICKET ANCHOR	337354X2	03/31/2023	230109		975.00
	160-161-702		SHIPPING	337354X2	03/31/2023	230109		85.00
FUND TOTAL 160 Claims	to	Checks	1 Total	1,272.00	Manual	Held	Total	1,272.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	LOWES HOME CENTERS INC	232137	04/18/2023	04/11/2023			371.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	SUPPLIES: SSP SECURITY LIGHT		998410	02/28/2023		196.50	
	176-170-586	RTN CR: 12/2 NM-B W/G 100'		901204	02/28/2023		-99.69	
	176-170-586	12/2 UF-B W/G 100': SEC LT		901206	03/01/2023		83.05	
	176-170-586	SUPPLIES: REPR RESERV BOX		901279	03/01/2023		46.74	
	176-170-586	SUPPLIES: WTR LINE REPR		901365	03/01/2023		5.60	
	176-170-586	SUPPLIES: WTR LINE REPR		902742	03/01/2023		27.35	
	176-170-586	CONDUIT FITTINGS (2)		901442	03/02/2023		2.51	
	176-170-635	VALSPAR BASE PAINT SAMPLE		902910	03/03/2023		5.21	
	176-170-635	GAL VALSPAR PAINT:CABIN DOORS		901595	03/06/2023		65.54	
	176-170-586	LOCTITE SPRAY ADHESIVE		901658	03/06/2023		11.77	
	176-170-635	BOLT; WAX RING: REPR TOILET		902872	03/23/2023		10.89	
	176-170-635	FILL VALVE,FLAP: REPR TOILET		902921	03/23/2023		15.66	
176	HEFLIN ENGINEERING INC	232164	04/18/2023	04/12/2023			2,725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-762	DESIGN PHASE 100%		1067	04/05/2023		425.00	
	176-176-762	ENVIRO PERMITTING 100%		1067	04/05/2023		375.00	
	176-176-763	CONST PHASE 25%		1067	04/05/2023		1,925.00	
176	FAIR TIDE MARINE & CONSTRUCTION LLC	232193	04/18/2023	04/12/2023			13,193.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-720	KAYAK LAUNCH 16%		1	04/12/2023		13,193.93	
FUND TOTAL 176 Claims		to	Checks	3 Total	16,290.06 Manual	Held	Total	16,290.06

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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	232194	04/18/2023	04/12/2023			29,142.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		40811	04/11/2023		29,142.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	29,142.00	Manual		Held	Total 29,142.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	232133	04/18/2023	04/10/2023			141,998.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-768	GV SWR UPGRADES		3	03/31/2023		141,998.13	
FUND TOTAL 361 Claims	to	Checks	1 Total	141,998.13	Manual		Held	Total 141,998.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	232113	04/18/2023	04/10/2023			1,489.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		03182023	03/23/2023			1,489.43
400	WASTE MANAGEMENT OF MS-GLF COAST INC	232116	04/18/2023	04/10/2023			3,389.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	MAR 2023:TIMBERLANE ROFF		9150847683	04/03/2023			3,389.41
400	FUELMAN	232121	04/18/2023	04/10/2023			114.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64121821	04/03/2023			114.06
400	AMERICAN TANK MAINTENANCE LLC	232134	04/18/2023	04/10/2023			34,447.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-669	MAINT CONTRACT: LARK ST		27839	04/01/2023			7,435.00
	400-651-669	MAINT CONTRACT: MALL		27849	04/01/2023			9,141.50
	400-651-669	MAINT CONTRACT: MARTIN BLUFF		27859	04/01/2023			6,899.50
	400-651-669	MAINT CONTRACT: CENTRAL STN		27869	04/01/2023			10,015.50
	400-651-669	MAINT CONTRACT: HWY 57		27879	04/01/2023			956.00
400	CLEARWATER SOLUTIONS LLC	232135	04/18/2023	04/10/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	APR 2023 OPERATION FEE		GAUTIER124	04/01/2023			170,690.75
400	LOWES HOME CENTERS INC	232138	04/18/2023	04/11/2023			876.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SS D SHACKLE (12): LIFT STNS		902398	02/27/2023			84.12
	400-650-635	CARPET TRIM; FLOORING TROWEL		901843	03/04/2023			12.60
	400-650-635	12X12 COMM VINYL TILE (45)		915826	03/04/2023			59.40
	400-651-581	6BAR ECON RED GATE:TC WTR TWR		901491	03/06/2023			323.00
	400-650-635	KWIK SEAL ULTRA LATEX CAULK		915987	03/06/2023			8.35
	400-650-559	ROACH SPRY;WASP SPRY;ANT PWDR		923267	03/09/2023			35.04
	400-651-581	80LB QUIKRETE(10): TC WTR TWR		902853	03/14/2023			52.00
	400-651-581	FENCE MATERIALS: TC WTR TWR		970723	03/15/2023			131.06
	400-651-584	AA 36PK(2); 9V 12PK(2):FLSHRS		901936	03/16/2023			91.12
	400-651-584	TRNBKL(9); GALV WASHER 25PK		901936	03/16/2023			44.84
	400-651-584	HEX LAG SCREW (15)		901936	03/16/2023			16.35
	400-650-559	15OZ CAUTN BLUE SPRY PAINT(2)		902908	03/23/2023			18.96
400	ARISTA INFORMATION SYSTEMS INC	232139	04/18/2023	04/11/2023			4,464.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2023 PRINTING 2067001		0007264	03/31/2023			1,145.90
	400-650-698	MAR 2023 POSTAGE 2067001		0007264	03/31/2023			3,318.95
400	SOUTHERN LINC	232142	04/18/2023	04/11/2023			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2023 SERV CHGS		161278	04/01/2023			80.00
	400-650-698	TAXES/FEES		161278	04/01/2023			6.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	232145	04/18/2023	04/11/2023			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	16 CY RAP: GRAVELINE		31968	04/04/2023			640.00
	400-651-683	4 CY RAP: SPRINGWOOD		31968	04/04/2023			160.00
	400-651-683	4 CY RAP: DUBARRY		31968	04/04/2023			160.00
	400-651-585	4 CY RED FILL DIRT: DUBARRY		31968	04/04/2023			40.00
400	COG DEPOSITORY ACCOUNT	232153	04/18/2023	04/12/2023			400,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRANSFER		03312023	03/31/2023			400,000.00
400	COG DEPOSITORY ACCOUNT	232154	04/18/2023	04/12/2023			147,810.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	MAR 2023 GARBAGE PMTS		03312023	03/31/2023			147,810.68
400	SOUTHERN PIPE & SUPPLY CO INC	232174	04/18/2023	04/12/2023			3,507.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	3/4 METER BOX ONLY (72)		7815136-00	03/24/2023	230660		1,255.68
	400-651-581	3X36 METER SITE SCOPE (2)		7801159-00	03/24/2023	230653		177.26
	400-651-581	6X7.5 FULL CIRC CLAMP WTR(6)		7812680-00	03/31/2023	230669		630.00
	400-651-709	1" BLMG PLB DIRECT METER (5)		7791982-00	03/31/2023	230652		846.40
	400-651-709	2" THRD MJ MS DIRECT METER(4)		7791982-00	03/31/2023	230652		598.06
400	CONTINENTAL BATTERY COMPANY	232175	04/18/2023	04/12/2023			194.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	CB1250-F1 BATTERY(10): SCADA		3052041123	04/11/2023	230721		194.70
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	232181	04/18/2023	04/12/2023			249.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	46X60 CHAIR MAT (3)		3533437083	03/21/2023	230648		121.95
	400-650-500	POS PAPER ROLL 100/CT		3533437083	03/21/2023	230648		88.34
	400-650-500	2X4 NEON ASRT LABELS 150PK		3533437083	03/21/2023	230648		11.41
	400-650-500	2/PK AIR DUST OFF		3533437083	03/21/2023	230648		12.71
	400-650-500	2/PK LETTER OPENER		3533437083	03/21/2023	230648		4.98
	400-650-500	INVISIBLE TAPE 12/PK		3533437083	03/21/2023	230648		7.56
	400-650-500	BLUE INK REFILL		3533437083	03/21/2023	230648		2.34
400	CORE & MAIN LP	232183	04/18/2023	04/12/2023			16.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2" SCH4 MALE ADPT		S455319	03/03/2023	230449		16.08
400	LYMAN WELL COMPANY	232188	04/18/2023	04/12/2023			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	LABOR-PULL/REPL MOTOR:BEASLEY		23-134	03/31/2023	230612		700.00
400	J H WRIGHT & ASSOCIATES INC	232191	04/18/2023	04/12/2023			660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	UNIV PMPU PHASE MONITOR(5)		450882	04/05/2023	230670		625.00
	400-651-584	SHIPPING: LS SPARES		450882	04/05/2023	230670		35.00

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WAGGONER ENGINEERING INC	232192	04/18/2023	04/12/2023			17,420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		40813	04/11/2023			17,420.00
FUND TOTAL 400 Claims	to	Checks	18 Total	787,117.67	Manual		Held	Total 787,117.67

Docket of Claims
Release date from 04/18/2023 thru 04/18/2023

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	232156	04/18/2023	04/12/2023			108,031.77	
		Description		Invoice #	Date	P.O.	Amount	
		MAR 2023 RES GARBAGE (6419)		0001294906	03/31/2023		108,031.77	
FUND TOTAL 404 Claims	to	Checks	1 Total	108,031.77	Manual		Held	Total 108,031.77

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	62 Total	161,945.73 Manual	Held	Total	161,945.73
FUND 130 Claims	to	Checks	1 Total	47,704.06 Manual	Held	Total	47,704.06
FUND 156 Claims	to	Checks	1 Total	501.00 Manual	Held	Total	501.00
FUND 160 Claims	to	Checks	1 Total	1,272.00 Manual	Held	Total	1,272.00
FUND 176 Claims	to	Checks	3 Total	16,290.06 Manual	Held	Total	16,290.06
FUND 355 Claims	to	Checks	1 Total	29,142.00 Manual	Held	Total	29,142.00
FUND 361 Claims	to	Checks	1 Total	141,998.13 Manual	Held	Total	141,998.13
FUND 400 Claims	to	Checks	18 Total	787,117.67 Manual	Held	Total	787,117.67
FUND 404 Claims	to	Checks	1 Total	108,031.77 Manual	Held	Total	108,031.77
Total for all Funds		Checks	89 Total	1,294,002.42 Manual	Held	Total	1,294,002.42

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: April 18, 2023
Title: Approval of Minutes from the Regular Council Meeting held April 4, 2023

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held April 4, 2023

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held April 4, 2023 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 18, 2023.

Tuesday
April 4, 2023
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held April 4, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 4, 2023 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. City offices will be closed Friday, April 7th in honor of Good Friday.**
 - 2. Community Campout will be April 15th, starting at 3pm at Shepard State Park.**
 - 3. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Stop by the Welcome Center for Earth Day giveaways.**
 - 4. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.**
- IV. Presentation Agenda**
 - 1. A Proclamation recognizing Child Abuse Prevention and Awareness Month.**
 - 2. Presentation by Chris Stafford presenting recruitment video awards to the City of Gautier's Police and Fire Department.**
- V. Business Agenda**

1. **Resolution to participate in the National Opioid Settlement Agreement with Teva, Allergan, CVS, Walgreens, and Walmart**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Authorization to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation 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 five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)**

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

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

1. **Approval of Minutes from Recessed Council Meeting held March 21, 2023**
2. **Receive February 2023 Finance Report**
3. **Approval of water and sewer adjustments for April 2023 in the amount of \$13,625.61**
4. **Authorization to remove broken chairs from the City of Gautier's inventory**
5. **Authorization to advertise for Request for Proposal for Disaster Debris Monitoring Services**
6. **Authorization to advertise for Request for Proposal for Disaster Response Services and Supply Firms**
7. **Authorization to advertise for Request for Proposal for Disaster Debris Removal Services**
8. **NUNC PRO TUNC Order correcting the Resolution expressing intent to grant tax exemption to Magnolia Landing Investments, LLC**

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 April 18, 2023 at 6:30pm
www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda order, as presented.
Councilman Colledge seconded the motion. The vote was carried unanimously.

Announcements

1. City offices will be closed Friday, April 7th in honor of Good Friday.
 2. Community Campout will be April 15th, starting at 3pm at Shepard State Park.
 3. City of Gautier's Earth Day Celebration will be Friday, April 21st from 9am until 4:30pm at Shepard State Park. Stop by the Welcome Center for Earth Day giveaways.
 4. Tasty Thursday will be April 27th, starting at 11am at the former Singing River Mall Property.
-

Presentation

1. A Proclamation recognizing Child Abuse Prevention and Awareness Month.
 2. Presentation by Chris Stafford presenting recruitment video awards to the City of Gautier's Police and Fire Department.
-

Councilman Jackson made the motion to participate in the National Opioid Settlement Agreement, as presented, with Teva, Allergan, CVS, Walgreens, and Walmart. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 203-2023

RESOLUTION TO PARTICIPATE IN NATIONAL OPIOID SETTLEMENT AGREEMENT WITH TEVA, ALLERGAN, CVS, WALGREENS AND WALMART

A Resolution authorizing **City of Gautier, Mississippi** (herein referred to as this “Governmental Unit”) to join with the State of Mississippi and other local governmental units as a participant in the *National Opioids Settlements* with Pharmaceutical Manufacturers: Teva and Allergan and Pharmacies: CVS, Walgreens, and Walmart.¹

WHEREAS, the City of Gautier has suffered harm from the opioid epidemic;

WHEREAS, the City of Gautier recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”) and the City of Gautier is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the City of Gautier entered into the Mississippi Memorandum of Understanding (the “MOU”) that sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and the MOU will apply to these *National Opioids Settlements*; and,

WHEREAS, participation in these *National Opioids Settlements* by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi’s relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, [City/County], and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the *National Opioids Settlements* would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the previously executed MOU.

SECTION 3. That outside counsel, **Sheila M. Bossier**, is hereby authorized to execute the Subdivision Settlement Participation Form(s) in the *National Opioids Settlement Agreements* with Teva, Allergan, CVS, Walgreens, and Walmart.².

SECTION 4. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 5. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch
Post Office Box 220
Jackson, MS 39205

SECTION 6. This Resolution shall take effect immediately upon its adoption.

Adopted this day of April 4, 2023.

(Mayor/Supervisor/etc.)

ATTEST: _____

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

From: [National Opioid Settlements Implementation Administrator](#)
To: [Sheila Bossier](#)
Subject: REMINDER: New National Opioid Settlements - Teva, Allergan, CVS, Walgreens, and Walmart - RefNum CL-387261
Date: Tuesday, March 21, 2023 6:31:29 PM

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

To: Gautier city, MS
Reference Number: CL-387261

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

Deadline: April 18, 2023

You are receiving this notice because your state has elected to participate in one or more of the five national opioid settlements with **Teva, Allergan, CVS, Walgreens, and Walmart**. Participation agreements for one or more of these settlements have been issued to your subdivision but not yet signed and returned.

As a reminder, the deadline to participate is **April 18, 2023**.

The participation forms were sent via DocuSign and contain the following information:

Sender: Opioids Implementation Administrator
Address of Sender: dse_na3@docusign.net
Subject of Email: Action Required: New National Opioid Settlements - Participation Forms - CL-387261

Please check your inbox, spam folder, and junk folder for the above email. You may contact opioidsparticipation@rubris.com to request your participation forms to be resent. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

How to return signed forms:

There are three methods for returning the executed Participation Forms and any supporting documentation to the Implementation Administrator:

1. *Electronic Signature via DocuSign*: Executing the Participation Forms

electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning Participation Forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

2. *Manual Signature returned via DocuSign:* DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.
3. *Manual Signature returned via electronic mail:* If your subdivision is unable to return executed Participation Forms using DocuSign, signed Participation Forms may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the Participation Forms, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

If you have any questions about executing these forms, please contact your counsel, your state Attorney General Office, or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

National Opioid Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubrls.com

Gautier city, MS
Reference Number: CL-387261

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("*Settling Defendants*"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("*subdivision*").

You are receiving this *Participation Package* because Mississippi is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/> and <https://www.ago.state.ms/opioidsettlement/>. These websites will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Kimberly Warren at the Mississippi Attorney General's Office at opioidsettlement@ago.ms.gov or kimberly.warren@ago.ms.gov.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Gautier city	State: MS
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Councilman Colledge made the motion to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History, as presented, for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 242-2023

WHEREAS, the City of Gautier schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance; and

WHEREAS, the City received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase 1 to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. The building received a new foundation, roof, and floor; and

WHEREAS, this rehabilitation project of the Gautier Historic School, with the assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, will restore and weatherproof the exterior structure, repair and refinish existing exterior siding; remediate lead-based paint and repaint the exterior; repair and refinish the existing windows; replace missing windows; provide new entrance doors; and restore the front porch and make it accessible; and

WHEREAS, this MDAH grant will provide \$74,577 toward this phase of the project, with a local match of \$18,644. The project total is \$93,221; and

WHEREAS, the City Council hereby finds that approval of this Memorandum of Agreement is in the best interests of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project.

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

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

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

NAYS: None

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 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 27, 2023
Subject: Memorandum of Agreement with the Mississippi Department of Archives and History for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

BACKGROUND:

The Gautier Historic Schoolhouse (also known as the West Pascagoula Colored School) is located at 902 De La Pointe Drive in Gautier, Mississippi. The schoolhouse was built c.1921 for the community's African- American children. While school records date back to 1882, the earlier school buildings were destroyed by fire or storms. The 1921 schoolhouse was built when the Jackson County Board of Supervisors appropriated \$200 toward the construction, and a fundraiser by the local community raised \$500. Volunteers provided the labor for construction. A local sawmill furnished heart pine wood from virgin timber in the area, and local skilled carpenters built the schoolhouse in the West Indies or Cajun style. The one-room was used as a school until 1946, and later the building was used as a community center, senior citizens center, and voting place.

The schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust.

The City received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. At that time, the building received a new foundation, roof, and floor.

DISCUSSION:

This rehabilitation project of the Gautier Historic School, with assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, will restore and weatherproof the exterior structure, repair and refinish existing exterior siding; remediate lead-based paint and repaint the exterior; repair and refinish existing windows; replace missing windows; provide new entrance doors; and restore the front porch and make it accessible.

This MDAH grant will provide \$74,577 toward this phase of the project. A local match of \$18,644 is required. The project total is \$93,221.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) for a Mississippi Landmark Grant for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

City Council may:

1. Approve the memorandum of agreement, as presented; or
2. Not approve the memorandum of agreement, as presented.

ATTACHMENT(S):

1. Memorandum of Agreement

Mississippi Landmark Grant Program
House Bill 1082, *Laws of Mississippi 1999*
Grantee Name: City of Gautier
Project Number: MLG#2023-001
Project Name: Gautier Colored School Rehabilitation

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this the _____ day of _____, 2023, by the City of Gautier, hereinafter called the Grantee, and the State of Mississippi acting through the Department of Archives and History hereinafter referred to as MDAH.

This agreement relates to the rehabilitation of the Gautier Colored School with the assistance of a \$74,577 grant from the Mississippi Landmark Grant Program established under House Bill 1082, *Laws of Mississippi 1999*, and administered through MDAH.

In consideration of the aforementioned grant, the Grantee hereby agrees to the following:

1. AWARD AMOUNT

The award amount for this project shall not exceed \$74,577

2. SCOPE OF WORK

The project involves scope of work described in the application for phase 2 only.

3. PROJECT PERIOD

The project period began February 21, 2023, and all work carried out as part of this project shall be **completed prior to December 1, 2025. Extensions will not be given to late or incomplete projects.**

4. MATCHING FUNDS

The Grantee agrees to provide \$18,644 matching funds of the total project.

5. CONTRACTS

Paid work conducted in relation to this project shall require a contract between the Grantee and the contracting firm or individual. **Such contracts shall be submitted to MDAH for approval prior to execution.** In executing contracts, the Grantee shall comply with state law pertaining to bidding and purchasing and purchasing procedures, Miss. Code Ann. § 31-7-13.

Contracts shall include all elements providing for a sound and complete procurement document. In addition, the Grantee shall insure that all contracts awarded shall contain suitable provisions for termination by the Grantee, including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

The Grantee shall retain the possibility of reprinting any publication produced in conjunction with this grant program by including in all contracts a requirement that the contractor waive any claim to a copyright. This waiver includes all work products regardless of physical format – including but not limited to photographs, software, source code, research notes and compilations, draft and finished written works, published materials, and drawings – produced by the individual or company within the scope of their contract with the Grantee.

Plans and specifications for this grant project must be approved by the Mississippi Landmark Review Committee of the MDAH Board of Trustees prior to the Grantee advertising for bids for the work.

6. GRANT PAYMENTS

The Grantee should be prepared to cover all project costs prior to receiving reimbursement. Grant payments will be made to the Grantee on a reimbursable basis upon the Grantee's successful completion of the project, or at the time of the successful completion of pre-established phases of the project. If the Grantee plans to submit reimbursement requests before the project is completed, approval must be secured from MDAH

before project work begins. Grant payments made prior to the completion of the project shall not exceed 80% of the expenses incurred.

Requests for grant payment shall be submitted to MDAH on forms provided by MDAH and must be accompanied by copies of invoices that document the project costs that have been incurred. The requests for grant payments, as well as the accompanying invoices and supporting documentation (i.e. cancelled checks, certificate for payments, etc.) shall be reviewed and forwarded by MDAH to the Department of Finance and Administration for the issuance of a state warrant to cover the grant payment. The warrant will be mailed to the Grantee by MDAH.

7. ALLOWABLE COSTS

Allowable costs are those costs documented to the satisfaction of MDAH that conform to the approved project budget and that:

- a. meet requirements for the program;
- b. are necessary and reasonable to the completion of project work;
- c. have been incurred for the project work during the period of the grant.

8. PERSONNEL SELECTION

Project personnel shall have qualifications appropriate to major work elements of the project. Consultants, pre-planners, architects, engineers, exhibit contracting firms, historic preservation specialists, or other professionals employed by the Grantee must be approved by MDAH. Project personnel shall be expected to work closely with the Grantee and MDAH in developing plans and specifications. For projects that total \$75,000 or more, a project professional will be required.

9. PROFESSIONAL SUPERVISION

The staff of MDAH will maintain contact with the project director and project personnel as needed and will provide technical assistance as required for the successful completion of project work.

10. PHOTOGRAPHIC DOCUMENTATION

The Grantee shall take **color digital images** sufficient to document the “before” and “after” condition of the building and submit to MDAH copies of the images in jpeg format on flash drive, via email, or with one set of prints for permanent preservation. Photographic guidelines will be provided by MDAH.

11. BENCHMARKS

The Grantee shall follow the benchmarks set by MDAH in the Procedures Manual. The benchmarks are pre-established dates of goals to be accomplished by the Grantee in order to keep the project on schedule, and not risk in having the grant canceled prematurely. If the Grantee suspects that a benchmark(s) will not be met, then it is the Grantee's responsibility to contact MDAH so that the problem can be assessed to see if the project will be able to finish on time. If it is determined that a project will not finish on or before the deadline, then MDAH may choose to cancel the project.

12. ACKNOWLEDGEMENT OF STATE ASSISTANCE

State grant assistance shall be acknowledged by an on-site project sign and in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgement shall state that the project has been funded with the assistance of a grant from the State of Mississippi, through the Mississippi Department of Archives and History under provisions of the Mississippi Landmark Grant Program, House Bill 1082, *Laws of Mississippi 1999*. A photograph of the installed sign shall be provided to MDAH.

13. GENERAL PROVISIONS

The property receiving grant assistance must be designated a Mississippi Landmark under provisions of the Antiquities Law of Mississippi, Miss. Code Ann. § 39-7-1 et seq. Plans and specifications for any work on this project shall be developed in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*. Plans and specifications for this grant project must be approved by the Mississippi

Landmark Review Committee of the MDAH Board of Trustees prior to the Grantee advertising for bids for the work. **The approved work may not be altered without prior approval from MDAH.**

The Grantee agrees that MDAH, its agents and designees, shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

The State of Mississippi shall not disburse funds for any project or activity related to this project unless: 1.) planned work has been accomplished within the scope of the grant or contractual agreement summarized above, and 2.) work was done in accordance with the terms and conditions of the applicable House Bill 1082 Landmark Grant. In circumstances where funds are disbursed for ineligible activities, the State of Mississippi shall take steps to recover these funds.

14. RECORD ACCESS AND RETENTION

Maintenance of Records: The Grantee shall establish and maintain financial records, supporting documentation, and any other such records that may be necessary to reflect the performance of obligations under this agreement.

Fiscal Requirements and Audit: The Grantee shall establish such fiscal control and accounting procedures, including internal control procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this agreement. The Grantee shall keep, maintain, and present to MDAH, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds. The Grantee's records shall be sufficient to allow MDAH to audit and monitor the Grantee's operations.

Record Retention/Access to Records: Representatives of MDAH or any State agency authorized to audit MDAH shall have the right of access to any books, documents, papers or other records of the Grantee that pertain to the performance of the obligations under this agreement in order to audit or examine said records. These records shall be retained for at least seven (7) years from the date of the completion of the terms of this agreement.

If the Grantee is audited in accordance with generally accepted auditing standards, the Grantee shall only be required to maintain said records for three (3) years after the completion and release of the audit.

However, if any litigation or other legal proceeding, by or on behalf of the State or any other party has begun and is not complete at the end of the aforementioned retention period, or if audit findings, exceptions, litigation, or other legal proceedings have not been resolved at the end of the aforementioned retention period, all records shall be retained until such time as such proceedings are resolved.

15. PRESERVATION AND MAINTENANCE COVENANT

The Grantee agrees to submit to MDAH a notarized covenant agreeing to continued preservation and maintenance of the building for a period of twenty-five (25) years from the grant award date. If the building is abandoned or not maintained to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full. The Grantee will be responsible for having the covenant recorded in the county land records.

16. CYCLICAL MAINTENANCE

The Grantee agrees to develop and implement an annual building inspection, a cyclical maintenance task list, and a continuously updated maintenance log. The Grantee shall submit the maintenance log to MDAH with each progress report for the duration of the project. After the project is complete, the Grantee shall submit the maintenance log to MDAH by December 31 of each year for twenty-five (25) years. If the building is abandoned or not maintained prior to the expiration of the twenty-five (25) year period, MDAH may take steps to recover the grant award in part or in full.

17. PROJECT COMPLETION MATERIALS

The Grantee agrees to submit final completion materials, which include color digital images per MDAH guidelines as well as a summary narrative of the completed project, within sixty days of project completion.

18. TERMINATION OF AGREEMENT

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause – MDAH may terminate the aforementioned grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience – MDAH or the Grantee may terminate grant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. After initiation, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
Director
Department of Archives and History

Date

BY

Paula Yancey
City Manager
City of Gautier

Date

Councilman Anderson made the motion to approve a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements, as presented, for an accessory building in an R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 243-2023

WHEREAS, the homeowner of 813 Roys Road, (PID #81817210.000) has requested a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to place a 20' x 24' accessory building in the rear of his property, being five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District, setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks;

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby approves the requested variance;

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/15/2023
Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION:

Planning Commission recommends denial of the Variance Request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.2.23 (#23-05-VAR)
2. Complete Packet 23-05-VAR

Excerpt from March 2, 2023, Planning Commission Meeting:

The Planning Department has received a request for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 813 Roys Road. (GPC #23-05-VAR).

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

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his request.

James Knight, applicant, stated that he wanted to build a shop/shed in the back of his house and because of the size of the lot he didn't want to take up more of the yard than he needed to. He said he didn't need the 5' or 3' variance, he just wants to put it in the corner.

Chairman Jamison asked Mr. Knight if he had this huge yard, why did it matter if the shed had to be moved over 5' or 2' from the property lines.

Mr. Knight asked why the 10' and 5' setbacks mattered now. He said that to be fair, when he bought the property before the area was taken over by the City of Gautier, he had 2 buildings that were physically on the property line. He said that he is taking one of those buildings down and moving the new one in some.

Chairman Jamison stated that the existing 2 sheds were grandfathered, and the City has rules for a reason. She said that unless there was a tree or something causing him a problem putting the shed within the required setbacks, she didn't see why he couldn't meet the setback requirements with such a big yard.

Mr. Knight stated that it wasn't a hardship, it was a preference.

Chairman Jamison said that a hardship had to be proven to recommend a variance.

Commissioner Ward stated that besides being able to legally define a hardship for the request, another concern is how the area could be maintained if it were so close to the property line. The watershed that could be putting water on the neighboring property if the shed is that close to the property line.

Mr. Knight said that he did understand that concern, but the rain was going to fall and hit his property regardless. He wasn't going to cause anything that sheds more water. As far as the variance issues, the area completely slopes downhill and is going onto his neighbor's property because of gravity. The property sloped down towards the bayou.

Linda Bordelon, who owns the property southwest of Mr. Knight, stated that she already has a problem with the watershed from the property because of dirt the previous owner brought in. She said she would rather the shed not be that close to the property lines.

Jeff Bordelon asked which corner of Mr. Knight's property the shed was going on. After realizing it was not where they originally thought it was, he stated that he and Ms. Bordelon did not have a problem with the proposed placement of the shed.

ACTION TAKEN:

Chairman Jamison made a motion to recommend denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

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

AYES: William Davis
Kay C. Jamison
Ricky Decoteau
Joshua Ward
DeAnna McManus

ABSENT: Chris Hoover
Paul Gainer

Motion passed to recommend denial of the request.

Gautier Planning Commission

Regular Meeting Agenda

March 2, 2023

GPC #23-05-VAR

813 Roys Road

VII. NEW BUSINESS

2. Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 21, 2023

Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing

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

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UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-05-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

176.00

Name of Applicant : JAMES KNIGHT

Name of Business: N/A Phone: 228-217-6178

Property Address: 813 ROYS ROAD Mailing Address (if Different): _____

E-Mail Address: _____

Reason for request, location and intended use of Property: VARIANCE for BUILDING WITHIN THE SIDE AND REAR SETBACKS; 5' side yard, 2' rear yard for shed

ATTACHMENTS REQUIRED AS APPLICABLE:

- X 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: James M. Knight Date of Application: 1/9/23

FOR OFFICE USE ONLY

Date Received 1-9-23 Verify as Complete Babs

Fee Amount Received 176.00 Initials of Employee Receiving Application Bf

March 2

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.

Existing old & new sheds are already <10 feet from property line - grandfathered due to Cantier annexation. I will tear down the old shed when work begins on new building if approved.

- 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.

N/A

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

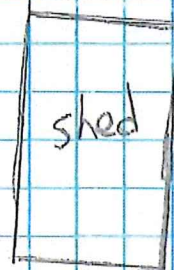
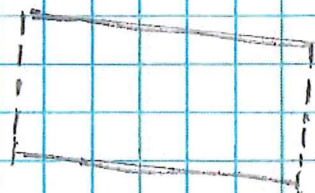
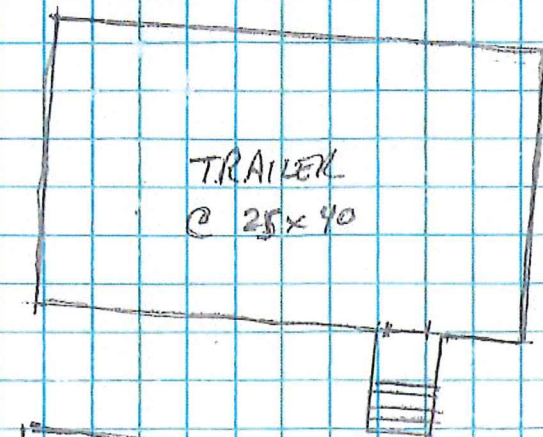
N/A

- 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?

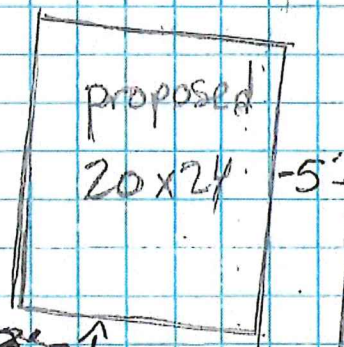
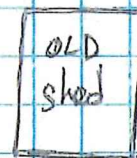
No

8/3
100' Roy's Road

122'



124.8'



3' ↑

81817210.000 KNIGHT JAMES M & JOANN L

PIDN: 81817210.000

GISP: 764.19-02-0245.00

Owner Information

Percent of Ownership: 100

Name: KNIGHT JAMES M & JOANN L

Name 2:

Mailing Address: 5540 ROXANNE

GAUTIER MS

39553

Site Address: 813 ROYS RD GAUTIER

Land Information

Section: 7

Acreage: 0.28

Township: 7

Range: 6

Street Name ROYS
RD

Value and Tax Information

Total Assessed Value: 1406

Total Appraised Value: 9370

Improvement Value: 1310

Land Value: 8060

Tax Amount: 202

SQ FT: 0

Year Built: 1985

Legal Description

Description: COM S 1830.8' & E 2568.9' OF NWC
CL SEC 7 N 77 DEG W ALG S/M RD
75.6' N 77 DEG W ALG S/M RD 146.
4' N 79 DEG W 55.4' TO POB N 79
DEG W ALG RD 100' S 19 DEG W 122
' S 81 DEG E 63.3' S 70 DEG E 36
.8' N 19 DEG E 124.5' TO POB DB
1353-753 (245 Map764.19-02)

Deed Book / Page: 1353 / 753

81817210.000 KNIGHT JAMES M & JOANN L



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

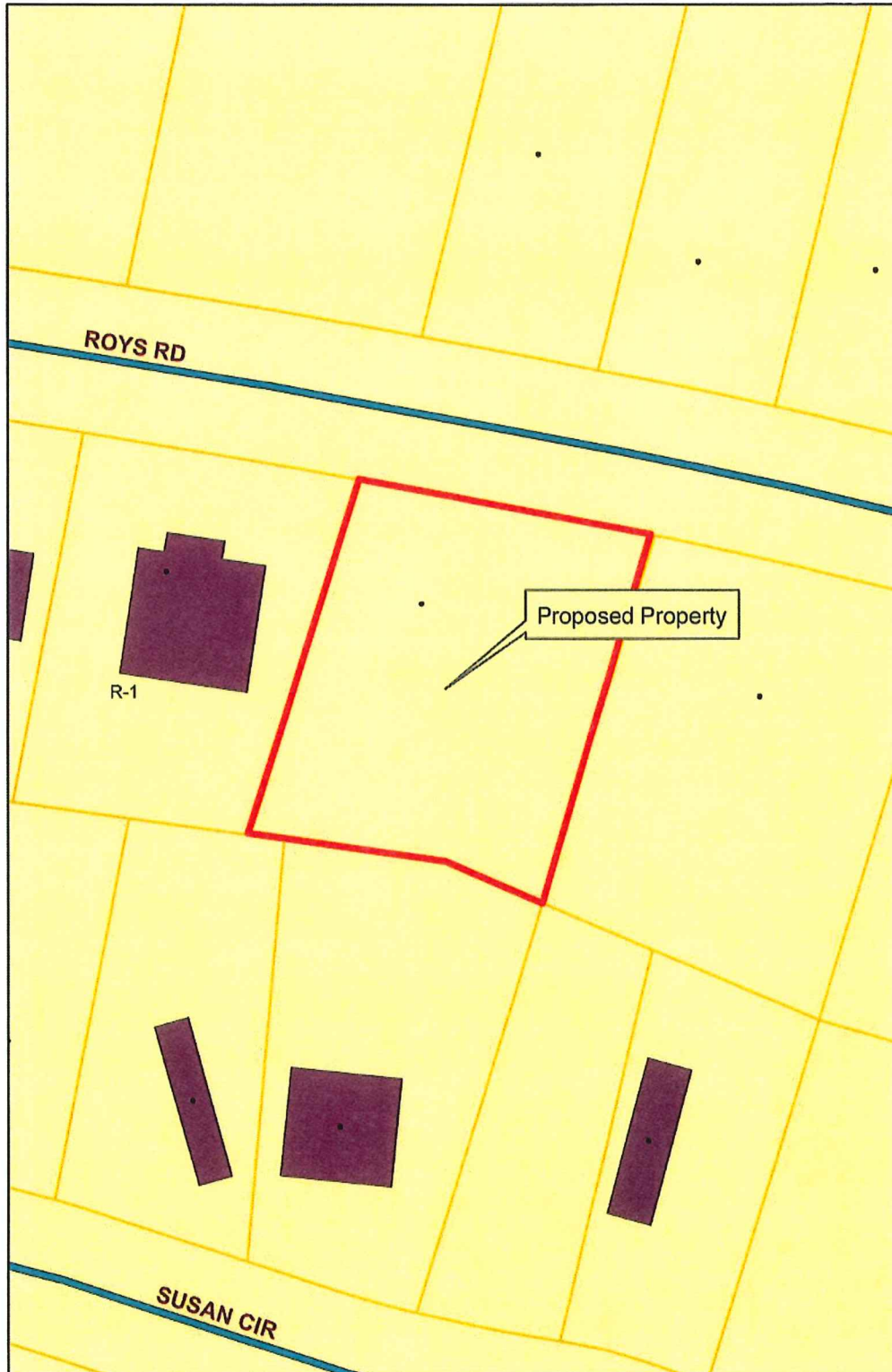


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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



Exhibit D

Future Land-Use

Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

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

ORDER NUMBER 244-2023

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

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

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	231843	04/04/2023	03/21/2023	Invoice # 2284978000	03/14/2023	3,996.22	3,996.22
	Account Number 001-092-605	Description MONTHLY SERVICE					Amount	
001	RJ YOUNG COMPANY LLC	231844	04/04/2023	03/21/2023	Invoice # INV6229204	03/15/2023	470.88	470.88
	Account Number 001-092-698	Description GSHZ00-01 RENTAL FEE					Amount	
001	GLOBALSTAR	231845	04/04/2023	03/21/2023	Invoice # 47705975	03/16/2023	101.68	101.68
	Account Number 001-092-605	Description MONTHLY SERVICE					Amount	
001	C SPIRE WIRELESS	231846	04/04/2023	03/21/2023	Invoice # 0030759348	02/28/2023	1,167.97	47.59
	Account Number 001-001-605	Description COUNCIL CELL PHONE					Amount	47.59
	001-021-605	CITY MGR CELL PHONE						81.92
	001-040-605	ADMIN CELL PHONE						252.08
	001-090-605	BLDG-PLNG CELL PHONES						102.99
	001-090-698	IPAD SERVICE(3)						142.77
	001-094-605	GRANTS CELL PHONES						142.77
	001-161-605	FIRE DEPT CELL PHONES						200.28
	001-170-605	RECREATION CELL PHONES						149.98
	001-205-605	MAINT CELL PHONES						
001	COG 7M BOND ACCT	231938	04/04/2023	03/27/2023	Invoice # 03172023	03/17/2023	86,733.80	86,733.80
	Account Number 001-000-104	Description TR MDOT WIRE: FUND 130					Amount	
001	AGJ SYSTEMS & NETWORKS INC	231939	04/04/2023	03/28/2023	Invoice # MSP-103305	04/01/2023	7,098.00	6,200.00
	Account Number 001-092-606	Description APR 2023 MSP-COMPLETE CARE					Amount	385.00
	001-092-606	APR 2023: MS365 EXC (77)						459.00
	001-092-606	APR 2023: MS365 BUS (34)						54.00
	001-092-606	APR 2023: LITIGATN HOLD (18)						
001	AT&T	231942	04/04/2023	03/28/2023	Invoice # 2284970262	03/14/2023	36.39	36.39
	Account Number 001-100-699	Description NCIC LINE MONITORING					Amount	
001	PITNEY BOWES	231943	04/04/2023	03/28/2023	Invoice # 3317196469	03/16/2023	537.54	537.54
	Account Number 001-092-698	Description LEASE PMT: POSTAGE MACHINE					Amount	
001	RJ YOUNG COMPANY LLC	231944	04/04/2023	03/28/2023	Invoice # INV6220988	03/09/2023	75.55	38.00
	Account Number 001-100-699	Description LEXMARK C4150:BASE FEE					Amount	37.55
	001-100-699	RICOH IM C2500:BASE FEE						

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO Account Number 001-092-510 001-092-510	231945	04/04/2023	03/28/2023	Invoice # 74020 74020	Date 03/15/2023 03/15/2023	P.O. Amount 119.00 119.00	
001	WARREN PAVING INC Account Number 001-201-576	231946	04/04/2023	03/28/2023	Invoice # 74208	Date 03/09/2023	P.O. Amount 847.56 847.56	
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606 001-092-606 001-092-606	231947	04/04/2023	03/28/2023	Invoice # DHIMN09049 DHIMN09050 HRMN011097	Date 04/01/2023 04/01/2023 04/01/2023	P.O. Amount 625.00 430.00 175.00 20.00	
001	GOLDEN WEST INDUSTRIAL SUPPLY Account Number 001-161-559	231962	04/04/2023	03/28/2023	Invoice # 2117081	Date 12/05/2022	P.O. Amount 324.99 324.99	
001	SPARKLIGHT Account Number 001-161-698	231963	04/04/2023	03/28/2023	Invoice # 03232023	Date 03/23/2023	P.O. Amount 95.41 95.41	
001	SPARKLIGHT Account Number 001-161-698	231964	04/04/2023	03/28/2023	Invoice # 03232023	Date 03/23/2023	P.O. Amount 85.46 85.46	
001	SPARKLIGHT Account Number 001-161-698	231965	04/04/2023	03/28/2023	Invoice # 03232023	Date 03/23/2023	P.O. Amount 85.46 85.46	
001	SPARKLIGHT Account Number 001-170-698	231966	04/04/2023	03/28/2023	Invoice # 03232023	Date 03/23/2023	P.O. Amount 230.88 230.88	
001	SPARKLIGHT Account Number 001-205-698	231967	04/04/2023	03/28/2023	Invoice # 03202022	Date 03/20/2022	P.O. Amount 127.95 127.95	
001	RJ YOUNG COMPANY LLC Account Number 001-161-698 001-161-698	231971	04/04/2023	03/28/2023	Invoice # INV6242296 INV6242296	Date 03/22/2023 03/22/2023	P.O. Amount 121.14 113.14 8.00	
001	DEPT PUBLIC SAFETY Account Number 001-100-699	231972	04/04/2023	03/28/2023	Invoice # 90129167	Date 03/13/2023	P.O. Amount 60.00 60.00	

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	231973	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-100-605	POLICE CELLS		0032680896	03/11/2023		475.90	
	001-100-605	DATA CARDS (14)		0032680896	03/11/2023		480.62	
001	SINGING RIVER ELECTRIC COOPERATIVE	231974	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-161-631	BROWN FD 95237002		03142023	03/21/2023		453.44	
	001-161-631	MARTIN BLUFER FD 58380001		03172023	03/22/2023		163.76	
	001-201-629	SIGNAL LIGHTS 17546		03172023	03/22/2023		32.91	
	001-092-631	CITY LIMIT SIGN 17546		03172023	03/22/2023		30.42	
001	SINGING RIVER ELECTRIC COOPERATIVE	231975	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-201-633	STREET LIGHTING 10054		03182023	03/23/2023		6,915.01	
	001-201-629	SIGNAL LIGHTS 10054		03182023	03/23/2023		654.97	
	001-092-631	CITY HALL 10054		03182023	03/23/2023		651.13	
	001-170-631	FRAZIER PARK 10054		03182023	03/23/2023		51.04	
	001-170-631	SENIOR BLDG 10054		03182023	03/23/2023		162.27	
	001-161-631	CENTRAL PD 10054		03182023	03/23/2023		319.32	
	001-170-631	CITY PARK 10054		03182023	03/23/2023		135.83	
	001-092-631	PUBLIC WORKS 10054		03182023	03/23/2023		316.38	
	001-092-631	HWY 90 SIGN 10054		03182023	03/23/2023		35.52	
001	SINGING RIVER ELECTRIC COOPERATIVE	231976	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-170-631	ROUNDABOUT 102311004		03182023	03/23/2023		25.00	
	001-201-633	WM PAYNE 100245001		03182023	03/23/2023		59.26	
	001-170-631	BACOT LIGHTS 10137		03192023	03/24/2023		331.54	
	001-201-629	SIGNAL LIGHTS 10138		03192023	03/24/2023		112.60	
001	SINGING RIVER ELECTRIC COOPERATIVE	231977	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-161-631	SOUTH PD 76008001		03192023	03/24/2023		196.33	
	001-170-631	BACOT SPLASHPAD 103751001		03192023	03/24/2023		26.04	
	001-170-631	BACOT UPGRADES 113730001		03192023	03/24/2023		43.54	
	001-170-631	BACOT 114484001		03192023	03/24/2023		29.17	
001	WADE WILDMAN	231985	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-100-681	PER DIEM ADV: K9 TRNG/CERT		04172023	03/28/2023		230.00	
001	SCOTT ANKERSON, CUSTODIAN	231986	04/04/2023	03/28/2023	Invoice #	Date	Amount	
	Account Number	Description		Invoice #	Date	P.O.		
	001-094-559	KEY (2): COMM SPEC OFFICE		12212022	03/28/2023		10.00	
	001-090-525	REIM FUEL: FRANKLIN J		01182023	03/28/2023		40.00	
	001-161-559	KEY (2): PD POWER BOX		01252023	03/28/2023		9.00	
	001-090-525	REIM FUEL: FRANKLIN J		01262023	03/28/2023		40.00	
	001-205-638	CARWASH: FORD ESCAPE		02072023	03/28/2023		10.00	
	001-090-500	BOSTICH STAPLER		03152023	03/28/2023		13.46	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SCOTT ANKERSON, CUSTODIAN Account Number 001-090-559	231986	04/04/2023	03/28/2023	Invoice # 03232023	03/28/2023	170.58 (CONTINUED)	48.12
001	FUELMAN Account Number 001-090-525	231990	04/04/2023	03/30/2023	Invoice # NP64028081	03/20/2023	3,562.58	82.60
					NP64028081	03/20/2023		2,622.72
					NP64028081	03/20/2023		420.29
					NP64028081	03/20/2023		436.97
001	FUELMAN Account Number 001-100-525	231992	04/04/2023	03/30/2023	Invoice # NP64061825	03/27/2023	3,681.24	105.02
					NP64061825	03/27/2023		2,998.11
					NP64061825	03/27/2023		340.11
					NP64061825	03/27/2023		200.06
					NP64061825	03/27/2023		37.94
001	USPCA REGION 26 Account Number 001-100-681	231996	04/04/2023	03/29/2023	Invoice # PTRL DOG/DETECTOR CERT:WILDMAN 04172023	03/29/2023	75.00	75.00
001	GALLS LLC Account Number 001-100-535	232004	04/04/2023	03/29/2023	Invoice # 023929923	03/22/2023	392.77	128.04
					023929923	03/22/2023		42.68
					023929923	03/22/2023		18.99
					023944174	03/23/2023		38.28
					023944174	03/23/2023		42.51
					023944174	03/23/2023		110.88
					023944174	03/23/2023		11.39
001	MID SOUTH UNIFORM & SUPPLY INC Account Number 001-100-535	232006	04/04/2023	03/29/2023	Invoice # GPD SHOULDER PATCH NEW(1000) 653467	12/30/2022	2,360.00	2,360.00
001	MS FIRE ACADEMY Account Number 001-161-681	232007	04/04/2023	03/29/2023	Invoice # MSTAT TRAINEE TEST: CARTER,K 30027	03/17/2023	40.00	20.00
					30027	03/17/2023		20.00
001	LAWRENCE PRINTING COMPANY INC Account Number 001-040-500	232008	04/04/2023	03/29/2023	Invoice # MINUTE BOOK 62-66 (5) 73329	03/20/2023	775.93	745.00
					73329	03/20/2023		30.93
001	CUSTOM PRODUCTS CORPORATION Account Number 001-201-565	232010	04/04/2023	03/29/2023	Invoice # STREET SIGN (19) 388143	03/23/2023	669.07	640.87
					388143	03/23/2023		28.20

Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	KUSTOM SIGNALS INC							
	Account Number							
	001-100-702						13,500.00	
	001-100-702						13,230.00	
	001-100-702						270.00	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC							
	Account Number							
	001-090-500						46.00	
	001-090-500						40.00	
	001-090-500						6.00	
001	SOUTHERN BARKS INC							
	Account Number							
	001-170-520						1,640.00	
	001-170-520						1,470.00	
	001-170-520						170.00	
001	JOSEPH DAVIS							
	Account Number							
	001-092-635						27,450.00	
	001-092-635						16,750.00	
	001-092-635						10,700.00	
001	STAPLES BUSINESS ADVANTAGE DEPT							
	Account Number							
	001-161-500						321.25	
	001-161-500						24.13	
	001-161-500						50.99	
	001-161-500						57.99	
	001-090-500						9.09	
	001-090-500						44.49	
	001-090-500						3.80	
	001-090-500						10.03	
	001-090-500						14.99	
	001-090-500						9.79	
	001-090-500						15.67	
	001-090-500						11.99	
	001-090-500						46.04	
	001-090-500						11.48	
001	CUPIT SIGNS OF MISSISSIPPI INC							
	Account Number							
	001-170-615						212.00	
	001-170-615						192.00	
	001-170-615						20.00	
001	GRAFIX SHOPPE							
	Account Number							
	001-100-570						56.00	
	001-100-570						30.00	
	001-100-570						26.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	232024	04/04/2023	03/29/2023			3,225.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	HILITE CARRIER GNX11 ARMOR(4)	25099	03/23/2023	230515	2,340.00		
	001-100-535	PB GUARDIAN GIII PKT MOL(3)	25099	03/23/2023	230515	664.20		
	001-100-535	PB GUARDIAN GIII ZIP PKT MOL	25099	03/23/2023	230515	221.40		
001	AMAZON CAPITAL SERVICE	232025	04/04/2023	03/29/2023			870.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	12V 4000 PA JUMP STARTER	1CCY6H37DF	03/18/2023	230629	249.99		
	001-100-570	OIL FLTR WRENCH & FUNNEL	1CCY6H37DF	03/18/2023	230629	20.29		
	001-100-570	LOCITITE 3333 ADHSV KIT (2)	1CCY6H37DF	03/18/2023	230629	83.94		
	001-100-570	HY-PER LUBE 12 OZ (30)	1DVK9WGLIM	03/20/2023	230646	356.70		
	001-161-639	LAT PULDOWN CABLE REPL 263"	1FWYPL1P1Q	03/22/2023	230647	30.99		
	001-161-639	3 PRONG OUTDR EXT CORD 100'	1T9JVGVMDW	03/25/2023	230654	128.69		
001	AGJ SYSTEMS & NETWORKS INC	232026	04/04/2023	03/29/2023			248.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-704	MS WINDOWS 10PRO (LAPTOP)	103211	03/16/2023	230547	99.00		
	001-092-704	SOLID STATE DRIVE	103211	03/16/2023	230547	149.99		
001	TRI-TECH FORENSICS INC	232029	04/04/2023	03/29/2023			731.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	MS BU-3 SPECTMEN KIT (25)	00851857	03/13/2023	230350	167.75		
	001-100-559	STERILE WTR AMPOULE 100BX(4)	00851857	03/13/2023	230350	84.00		
	001-100-559	EVIDENCE TAG W/LABEL 50PK (6)	00851857	03/13/2023	230350	165.00		
	001-100-559	2 STUB GSR COLL KIT 10PK (2)	00851857	03/13/2023	230350	150.00		
	001-100-559	SUSPECT DNA COLL KIT 25PK (2)	00851857	03/13/2023	230350	165.00		
001	RUSSOM'S GULF COAST INC	232030	04/04/2023	03/29/2023			400.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	VALVE,FUEL,OK,CONNECT:HARLEY	222634	02/15/2023	230530	61.99		
	001-100-570	FUEL PUMP ASSY: HARLEY	222634	02/15/2023	230530	190.99		
	001-100-570	KIT-FUEL LINE (2): HARLEY	222633	02/15/2023	230355	147.98		
001	TJ'S CUSTOM APPAREL	232031	04/04/2023	03/29/2023			67.04	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-535	SET UP CHARGE: RECREATION	13737	09/01/2022	221198	20.00		
	001-170-535	EMBROIDER SHIRTS (7)	13737	09/01/2022	221198	47.04		
001	SITEONE LANDSCAPE SUPPLY LLC	232032	04/04/2023	03/29/2023			223.58	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	DYED RED MULCH 2CF BAG (70)	1276366220	03/16/2023	230618	223.58		
FUND TOTAL	1 Claims	Checks	49 Total	175,712.82 Manual	Held	Total	175,712.82	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	232039	04/04/2023	03/29/2023	Invoice # 8711	Date 03/28/2023	P.O. 3,000.00	3,000.00
002	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 002-655-675	232040	04/04/2023	03/29/2023	Invoice # 2	Date 03/29/2023	P.O. 242,818.19	242,818.19
FUND TOTAL	2 Claims	to	Checks	2 Total	245,818.19	Manual	Held	Total 245,818.19

Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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156	AGJ SYSTEMS & NETWORKS INC	232027	04/04/2023	03/29/2023			1,914.50	
	Account Number			Invoice #		P.O.	Amount	
	156-100-799	16 PORT POE SWITCH		103211	03/16/2023	230625	298.50	
	156-100-799	INDOOR WAP (5)		103211	03/16/2023	230625	1,192.50	
	156-100-799	CLOUD KEY		103211	03/16/2023	230625	298.50	
	156-100-799	INSTLN HARDWARE INCLUDED		103211	03/16/2023		125.00	

156	AUDIOWAVE INC	232034	04/04/2023	03/29/2023		15,786.00
	Account Number	Description		Invoice #	Date	P.O.
	156-100-799	REMOTE NODE (2) : U# 24/25		A56263	03/20/2023	230523
	156-100-799	HARNES FOR KNOE (2)		A56263	03/20/2023	230523
	156-100-799	LINK KIT (2)		A56263	03/20/2023	230523
	156-100-799	SYNC MOD ANTENNA (2)		A56263	03/20/2023	230523
	156-100-799	B/W UNDERCOVER LED (8)		A56263	03/20/2023	230523
	156-100-799	COLLAR KIT (4)		A56263	03/20/2023	230523
	156-100-799	PMP SINGLE SHROUD (4)		A56263	03/20/2023	230523
	156-100-799	BLUE LIGHTS (4)		A56263	03/20/2023	230523
	156-100-799	SHIPPING: EQUIP 2002 FORDS		A56263	03/20/2023	230523
	156-100-799	EMP 4" STUD BLUE LED (12)		A56232	03/16/2023	230502
	156-100-799	BLUE HIDEAWAYS LED (12)		A56232	03/16/2023	230502
	156-100-799	SSSPLIT VISOR INTERIOR (3)		A56232	03/16/2023	230502
	156-100-799	PMP DUAL SHROUDS (6)		A56232	03/16/2023	230502
	156-100-799	ETSS100J SPEAKER (3)		A56232	03/16/2023	230502
	156-100-799	EMP 4" QUICK BLUE LED (36)		A56232	03/16/2023	230502
	156-100-799	CHDM185 HAVIS BRACKET		A56232	03/16/2023	230502
	156-100-799	MAG MOUNT		A56232	03/16/2023	230502
	156-100-799	FREIGHT:U# 12803;18407;18409		A56232	03/16/2023	230502
FUND TOTAL	156 Claims	to	Checks	2 Total	17,700.50 Manual	Held
						Total
						17,700g50

Fund Name of Claimant Trans Release Claim Claim Check Claim Approved/Disapproved
Date Date Date Number Number Number Amount

160	SUNBELT FIRE INC	232009	04/04/2023	03/29/2023	Invoice #	Date	P.O.	16,818.00	
	Account Number							Amount	
160-161-702	ASCENDER QUICK ROLL RT (2)				337354	03/07/2023	230109	212.00	
160-161-702	HARNESSES ATOM ACCESS MED (2)				337354	03/07/2023	230109	1,020.00	
160-161-702	HARNESSES ATOM ACCESS LG (2)				337354	03/07/2023	230109	1,020.00	
160-161-702	HELMET ZENITH X RED (4)				337354	03/07/2023	230109	596.00	
160-161-702	SKED RESCUE SYSTEM COBRA				337354	03/07/2023	230109	820.00	
160-161-702	KIT DOUBLE CLUTCH TTIRS				337354	03/07/2023	230109	4,151.00	
160-161-702	SYS EXTRICATION-BRIDGE SPEC				337354	03/07/2023	230109	1,899.00	
160-161-702	SYSTEM LIFTING BRIDLE				337354	03/07/2023	230109	340.00	
160-161-702	SYSTEM AZTEK PRO SERIES (2)				337354	03/07/2023	230109	948.00	
160-161-702	ROLL N LOCK (4)				337354	03/07/2023	230109	286.00	
160-161-702	LANYARD STC PRO 30" W/TERM (4)				337354	03/07/2023	230109	100.00	
160-161-702	LANYARD STC PRO 24" W/TERM (4)				337354	03/07/2023	230109	96.00	
160-161-702	KIT 13MM DOUBLE CLUTCH TTIRS				337354	03/07/2023	230109	4,160.00	
160-161-702	GLOVES RAPEL LARGE (4)				337354	03/07/2023	230109	220.00	
160-161-702	PULLEY PROSWIVEL 1.5" (2)				337354	03/07/2023	230109	280.00	
160-161-702	PULLEY PROSWIVEL 1.5" (2)				337354	03/07/2023	230109	190.00	
160-161-702	FOOT LOOP ADJUSTABLE (4)				337354	03/07/2023	230109	180.00	
160-161-702	SHIPPING				337354	03/07/2023	230109	300.00	
FUND TOTAL 160 Claims	to	Checks	1 Total	16,818.00	Manual		Held	Total	16,818.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	Uline Inc							
	Account Number	232023	04/04/2023	03/29/2023			7,280.88	
	171-176-779	OUTDR STD PARK BOX GRILL (5)			160930686	03/09/2023	230615	1,650.00
	171-176-779	6' WOOD-STL PICNIC TABLE (5)			160930686	03/09/2023	230615	5,150.00
	171-176-779	SHIPPING: SHEPARD ST PARK			160930686	03/09/2023	230615	480.88
FUND TOTAL 171	Claims	to	Checks	1 Total	7,280.88	Manual	Held	Total 7,280.88

Release date from 04/04/2023 thru 04/04/2023

Docket of Claims

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	231948	04/04/2023	03/28/2023	Invoice # MAR 2023	Date 03/21/2023	P.O. 9,369.31	9,369.31
FUND TOTAL 172 Claims	to	Checks	1 Total	9,369.31	Manual	Held	Total	9,369.31

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS Account Number 176-170-605	231847	04/04/2023	03/21/2023	Invoice # 0030759348	Date 02/28/2023	51.80	51.80
176	AT&T Account Number 176-170-605	231941	04/04/2023	03/28/2023	Invoice # 2284972244	Date 03/14/2023	540.25	540.25
176	AD2 INC Account Number 176-170-699	231949	04/04/2023	03/28/2023	Invoice # 3955	Date 03/15/2023	655.00	36.50 268.50 350.00
176	COCA COLA BOTTLING CO UNITED INC Account Number 176-170-541	231950	04/04/2023	03/28/2023	Invoice # 3447268206	Date 03/03/2023	146.00	30.00 30.00 26.00 30.00 30.00
176	SPARKLIGHT Account Number 176-170-699	231968	04/04/2023	03/28/2023	Invoice # 03332023	Date 03/23/2023	127.95	127.95
176	SPARKLIGHT Account Number 176-170-699	231969	04/04/2023	03/28/2023	Invoice # 03202023	Date 03/20/2023	256.89	256.89
176	SINGING RIVER ELECTRIC COOPERATIVE Account Number 176-170-631	231978	04/04/2023	03/28/2023	Invoice # 03192023	Date 03/24/2023	2,483.02	2,137.94 50.12 269.86 25.10
176	CUPIT SIGNS OF MISSISSIPPI INC Account Number 176-170-559	232021	04/04/2023	03/29/2023	Invoice # 35349B	Date 03/23/2023	356.15	329.40 26.75
176	PERKINS TIRE & POLARIS Account Number 176-170-639	232033	04/04/2023	03/29/2023	Invoice # 49251	Date 03/14/2023	449.99	449.99
FUND TOTAL 176 Claims		9 Total			5,067.05 Manual	Held		5,067.05

Release date from 04/04/2023 thru 04/04/2023

Docket of Claims

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC Account Number 177-176-762	232038	04/04/2023	03/29/2023	Invoice #	Date	P.O.	13,760.00
		ENG DESIGN/BIDDING 10%		8710	03/28/2023			13,760.00
FUND TOTAL 177 Claims	to	Checks	1 Total	13,760.00	Manual		Held	Total 13,760.00

Release date from 04/04/2023 thru 04/04/2023

Docket of Claims

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT Account Number 250-680-801 250-680-811	231956	04/04/2023	03/28/2023	Invoice #	Date	P.O.	224,059.38
		PRN PMT: S2018	REV BOND	05012023	03/15/2023			160,000.00
		INT PMT: S2018	REV BOND	05012023	03/15/2023			64,059.38
FUND TOTAL 250	Claims	to	Checks	1 Total	224,059.38	Manual	Held	Total 224,059.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	ALLRED STOLARSKI ARCHITECTS PA Account Number 304-510-762	231994	04/04/2023	03/29/2023	Invoice # 202173-01	Date 03/17/2023	P.O. 3,995.00	3,995.00
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	232036	04/04/2023	03/29/2023	Invoice # 8708	Date 03/28/2023	P.O. 19,675.00	19,675.00
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232041	04/04/2023	03/29/2023	Invoice # 2	Date 03/28/2023	P.O. 224,356.75	224,356.75
FUND TOTAL 304 Claims	to	Checks	3 Total	248,026.75	Manual	Held	Total	248,026.75

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

[illegible]

361	SEYMOUR ENGINEERING PLLC	232037	04/04/2023	03/29/2023		17,600.00
	Account Number	Description		Invoice #	Date	P.O.
	361-726-787	CONST ADMIN/RPR	20%	8709	03/28/2023	
						Amount
						17,600.00

Account Number
361-726-787

Description	20%
CONST ADMIN/RPR	

Invoice #
8709

Date
03/28/2023P.O.
3

Amount

17,600.00

FUND TOTAL	361 Claims	to	Checks	1 Total	17,600.00 Manual	Held	Total	17,600.00
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	231772	04/04/2023	03/15/2023			43,427.11	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-821	ST LNS #3 90/57 SWR	03092023	03/09/2023		7,877.45		
	400-680-822	ST LNS #4 90/57 WTR	03092023	03/09/2023		10,948.67		
	400-680-822	ST LNS #4 90/57 SWR	03092023	03/09/2023		9,019.22		
	400-680-823	ST LNS #5 ALLEN RD	03092023	03/09/2023		2,149.95		
	400-680-824	ST LNS #6 OLD SPAN TR	03092023	03/09/2023		3,765.83		
	400-680-824	ST LNS #7 OLD SPAN TR	03092023	03/09/2023		9,665.99		
400	C SPIRE WIRELESS	231848	04/04/2023	03/21/2023		47.59		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	CELL PHONE	0030759348	02/28/2023		47.59		
400	ANSER	231849	04/04/2023	03/21/2023		619.48		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-698	BASE RATE:3/15-4/11/23	277-031523	03/15/2023		500.00		
	400-650-698	553 AGENT MTS:2/15-3/14/23	277-031523	03/15/2023		119.48		
400	AT&T	231850	04/04/2023	03/21/2023		67.84		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICES	2284972276	03/06/2023		67.84		
400	AT&T	231940	04/04/2023	03/28/2023		9.14		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-650-605	MONTHLY SERVICE	2284975234	03/14/2023		9.14		
400	2018-2019 BOND DEBT SERVICE FUND	231951	04/04/2023	03/28/2023		24,000.00		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-900-950	APR 2023: 2018 BOND DS	04012023	04/01/2023		24,000.00		
400	2018-2019 BOND DEBT SERVICE FUND	231952	04/04/2023	03/28/2023		32,000.00		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-900-950	APR 2023: 2019 BOND DS	04012023	04/01/2023		32,000.00		
400	JACKSON COUNTY UTILITY AUTHORITY	231953	04/04/2023	03/28/2023		238,372.00		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-668	APR 2023 TREATMENT CHGS	2095	04/01/2023		238,372.00		
400	MISSION COMMUNICATIONS LLC	231954	04/04/2023	03/28/2023		1,857.00		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-651-698	RENEWAL: ISLE OF PINES	1074068	03/13/2023		371.40		
	400-651-698	RENEWAL: LOUIS ALEXIS	1074068	03/13/2023		371.40		
	400-651-698	RENEWAL: SOUNDVIEW	1074068	03/13/2023		371.40		
	400-651-698	RENEWAL: OST WEST	1074068	03/13/2023		371.40		
	400-651-698	RENEWAL: GRAVELLINE @ CSV RR	1074068	03/13/2023		371.40		
400	CADENCE EQUIPMENT FINANCE	231955	04/04/2023	03/28/2023		143,724.87		
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	400-680-831	WATER METERS 002-0070322-002	731360	03/14/2023		143,724.87		

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SPARKLIGHT	Account Number 400-650-698	Description APR 2023: UTY #107663106	231970 04/04/2023	Invoice # 03232023	Date 03/23/2023 P.O.	106.55 Amount 106.55	
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631	Description 231979 04/04/2023	Invoice # 03142023	Date 03/21/2023 P.O.	2,087.79 Amount 26.15	889.62	
		400-651-631	CARTER RD WTR TANK 109812001	03142023	03/21/2023		87.83	
		400-651-631	LIFT STATION 20649	03142023	03/21/2023		882.90	
		400-651-631	LIFT STATION 28779	03122023	03/17/2023		201.29	
		400-651-631	SCHOONER WELL 20688	03122023	03/17/2023			
		400-651-631	LIFT STATION 20688	03122023	03/17/2023			
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631	Description 231982 04/04/2023	Invoice # 03172023	Date 03/22/2023 P.O.	5,222.00 Amount 65.28	25.00	
		400-651-631	LIFT STNS 89627001	03172023	03/22/2023		2,468.67	
		400-651-631	LIFT STNS 89702001	03172023	03/22/2023		2,663.05	
		400-651-631	LIFT STNS 17881	03172023	03/22/2023			
		400-651-631	WATER WELLS 17881	03172023	03/22/2023			
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631	Description 231983 04/04/2023	Invoice # 03182023	Date 03/23/2023 P.O.	7,312.10 Amount 45.00	1,972.92	
		400-651-631	IONIZATION PLANT 99216002	03182023	03/23/2023		3,400.91	
		400-651-631	LIFT STATIONS 17882	03182023	03/23/2023		1,893.27	
		400-651-631	WATER WELLS 17882	03182023	03/23/2023			
		400-651-631	CITY HALL SOUTH 17882	03182023	03/23/2023			
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 400-651-631	Description 231984 04/04/2023	Invoice # 03192023	Date 03/24/2023 P.O.	4,016.17 Amount 228.39	2,138.94	
		400-651-631	LIFT STNS 17875	03192023	03/24/2023		867.53	
		400-651-631	LIFT STNS 17883	03192023	03/24/2023		781.31	
		400-651-631	LIFT STNS 17884	03192023	03/24/2023			
		400-651-631	LIFT STN 114260001	03192023	03/24/2023			
400	FUELMAN	Account Number 400-650-525	Description 231991 04/04/2023	Invoice # NP64028081	Date 03/20/2023 P.O.	91.00 Amount 91.00		
		400-650-525	UNT FUEL	NP64028081	03/20/2023			
400	FUELMAN	Account Number 400-650-525	Description 231993 04/04/2023	Invoice # NP64061825	Date 03/27/2023 P.O.	290.16 Amount 290.16		
		400-650-525	UNT FUEL	NP64061825	03/27/2023			
400	COG DEPOSITORY ACCOUNT	Account Number 400-000-104	Description 231995 04/04/2023	Invoice # 03292023	Date 03/29/2023 P.O.	5,093.36 Amount 5,093.36		
		400-000-104	TR MEMS WIRE: FUND 001	03292023	03/29/2023			
400	REYNOLDS WHOLESALE CO	Account Number 400-650-510	Description 232005 04/04/2023	Invoice # 74120	Date 03/23/2023 P.O.	59.90 Amount 59.90		
		400-650-510	FLOOR WAX GAL (2)	74120	03/23/2023			

Docket of Claims
Release date from 04/04/2023 thru 04/04/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-581 400-651-581 400-651-581 400-651-581 400-651-581	232012	04/04/2023	03/29/2023	Invoice # 7754045-00 7754045-00 7754045-00 7711416-00 7711416-00	Date 03/13/2023 03/13/2023 03/13/2023 03/06/2023 03/06/2023	P.O. 230611 230611 230611 230342 230342	1,400.15 123.00 313.80 237.00 81.00 645.35	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC Account Number 400-651-581 400-651-581	232014	04/04/2023	03/29/2023	Description REPR 75HP MOTOR: BEASLEY WELT REPR 75HP MOTOR: BEASLEY SPRE	Invoice # 45954 45955	Date 03/15/2023 03/15/2023	P.O. 230619 230630	6,506.00 3,942.00 2,564.00
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-651-583 400-651-583	232016	04/04/2023	03/29/2023	Description 4 SB FC CLAMP (4) 2 SB CLAMP (6)	Invoice # 3729395001 3729395001	Date 02/08/2023 02/08/2023	P.O. 230278 230278	1,093.00 472.00 621.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number 400-650-500 400-650-500 400-650-703	232019	04/04/2023	03/29/2023	Description 7' CAT-5E ENET CBL BLUE(3) 25' CAT-5E ENET CBL BLUE(3) LEATHER B/T MANAGER CHAIR(2)	Invoice # 3532555795 3532555795 3532555795	Date 03/08/2023 03/08/2023 03/08/2023	P.O. 230606 230606 230606	500.30 8.37 31.95 459.98
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-584 400-651-584 400-651-584 400-651-584	232035	04/04/2023	03/29/2023	Description LIBERTY 3HP PUMP: LS-23 MISSION RF412 ANTENNA: LS-19 MSIN RF412 ANTENNA(4) : LS SPRS SHIPPING	Invoice # 450559 450565 450565 450565	Date 03/23/2023 03/23/2023 03/23/2023 03/23/2023	P.O. 230614 230640 230640 230640	4,185.00 3,675.00 95.00 380.00 35.00
TUND TOTAL	400 Claims	to	Checks	24 Total	522,088.51 Manual	Held	Total	522,088.51	

Release date from 04/04/2023 thru 04/04/2023

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	49	Total	175,712.82	Manual	Held	Total	175,712.82
FUND 2	Claims	to	Checks	2	Total	245,818.19	Manual	Held	Total	245,818.19
FUND 156	Claims	to	Checks	2	Total	17,700.50	Manual	Held	Total	17,700.50
FUND 160	Claims	to	Checks	1	Total	16,818.00	Manual	Held	Total	16,818.00
FUND 171	Claims	to	Checks	1	Total	7,280.88	Manual	Held	Total	7,280.88
FUND 172	Claims	to	Checks	1	Total	9,369.31	Manual	Held	Total	9,369.31
FUND 176	Claims	to	Checks	9	Total	5,067.05	Manual	Held	Total	5,067.05
FUND 177	Claims	to	Checks	1	Total	13,760.00	Manual	Held	Total	13,760.00
FUND 250	Claims	to	Checks	1	Total	224,059.38	Manual	Held	Total	224,059.38
FUND 304	Claims	to	Checks	3	Total	248,026.75	Manual	Held	Total	248,026.75
FUND 361	Claims	to	Checks	1	Total	17,600.00	Manual	Held	Total	17,600.00
FUND 400	Claims	to	Checks	24	Total	522,088.51	Manual	Held	Total	522,088.51
Total for all Funds			Checks	95	Total	1,503,301.39	Manual	Held	Total	1,503,301.39

Councilman Gollott made the motion to approve consent agenda items 1- 8, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 245-2023

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

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

ORDER NUMBER 246-2023

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 21, 2023 are hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

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

ORDER NUMBER 247-2023

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2023 are hereby received.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting April 4, 2023.

FEB 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,214,986.67
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,530,088.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,996,597.05
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$139,437.77
U S Justice Equitable Sharing	Depository Account	157-000-001	\$87,213.34
Fire Protection Fund	Depository Account	160-000-001	\$296,549.28
Tidelands Grant	Depository Account	171-000-001	(\$24,168.66)
Library Support Fund	Depository Account	172-000-001	\$54,458.48
Shepard State Park Fund	Depository Account	176-000-001	\$79,339.51
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$75,482.54
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$224,633.63
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,679,796.18
General Depository Reconciled Cash Balance			\$11,679,796.18

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$655,753.88)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,457,603.38
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,849,412.03
Enterprise Reconciled Cash Balance			\$2,845,718.16

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,304,390.74
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,493,441.50
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$298,770.20
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,751.65
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,607.93
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,607.93
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,008,115.06
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,003,453.65
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,004,508.96
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$894,449.62
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,642.77
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.84
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,538,301.60
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$168,917.56
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,132.26
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$934,351.89

Total Bond & Restricted Reconciled Cash Balances \$16,749,501.16

**FEB 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	FEB 2023	Balance	41.66% % to date
General Fund Revenues	11,250,849.00	5,789,974.37	5,460,874.63	51.4%
Expenditures:				
001 Legislative	265,541.00	127,616.60	137,924.40	48.0%
010 City Court	340,660.00	129,392.69	211,267.31	37.9%
021 City Manager	336,800.00	99,285.99	237,514.01	29.4%
022 Human Resources	76,928.00	27,100.10	49,827.90	35.2%
040 City Clerk	505,751.00	188,456.79	317,294.21	37.2%
060 City Attorney	160,000.00	58,210.40	101,789.60	36.3%
090 Economic Dev - Planning	521,675.00	199,456.43	322,218.57	38.2%
092 Building & General Expenses	1,321,000.00	523,053.90	797,946.10	39.5%
094 Grants & Project Admin	235,608.00	90,006.53	145,601.47	38.2%
100 Police	3,165,971.00	1,093,070.51	2,072,900.49	34.5%
161 Fire	3,024,807.00	1,164,464.33	1,860,342.67	38.4%
170 Recreation	823,599.00	296,798.58	526,800.42	36.0%
201 PW: Streets	381,300.00	56,931.22	324,368.78	14.9%
205 PW: Maintenance	393,295.00	119,161.49	274,133.51	30.2%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	882,540.00	239,566.25	642,973.75	27.1%
General Fund Expenditures	12,522,929.00	4,458,895.77	8,064,033.23	35.6%
<i>Total Operating Expenditures</i>	10,883,155.00	4,062,225.72	6,820,929.28	
<i>Total Capital Outlay Expenditures</i>	579,741.00	73,100.51	506,640.49	
<i>Total Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Total Transfers Out</i>	882,540.00	239,566.25	642,973.75	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	4,458,895.77	8,064,033.23	
 <i>Personnel</i>	7,483,099.00	2,903,208.50	4,579,890.50	
<i>Supplies</i>	749,211.00	225,831.59	523,379.41	
<i>Other Services</i>	2,650,845.00	933,185.63	1,717,659.37	
<i>Capital Outlay</i>	579,741.00	73,100.51	506,640.49	
<i>Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Interfund Transfers for DS</i>	882,540.00	239,566.25	642,973.75	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	4,458,895.77	8,064,033.23	

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	7,500.00	2,134,230.07	0.3%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	640,103.21	2,987,684.79	17.6%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	1,783.43	0.00	1,783.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	90,260.05	4,791,350.60	1.8%
Expenditures	6,888,697.89	706,602.89	6,182,095.00	10.2%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	182,197.42	94,197.68	65.9%
157 US Justice Equitable Sharing				
Revenues	0.00	7,915.29	(7,915.29)	
Expenditures	80,762.65	6,984.60	73,778.05	8.6%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	41,231.70	638,719.09	6.0%
171 Combined Tidelands Grant				
Revenues	824,870.30	73,247.28	751,623.02	8.8%
Expenditures	819,802.40	92,348.04	727,454.36	11.2%
172 Library Support Fund				
Revenues	126,031.00	92,306.35	33,724.65	73.2%
Expenditures	126,031.00	41,416.52	84,614.48	32.8%
176 Shepard State Park				
Revenues	241,905.00	77,950.40	163,954.60	32.2%
Expenditures	278,715.00	59,259.90	219,455.10	21.2%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	2,783.05	(2,783.05)	
Expenditures	1,500,000.00	9,600.00	1,490,400.00	0.6%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	120,311.04	168,450.96	41.6%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,654.94	0.06	99.9%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	160,209.02	224,936.98	41.5%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	10,857.06	(2.06)	100.0%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,132.18	88,124.82	70.4%
Expenditures	298,157.00	226,115.63	72,041.37	75.8%
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	29,566.25	470,816.75	5.9%
Expenditures	500,383.00	29,566.25	470,816.75	5.9%
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	0.00	19,161.00	
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	259,000.00	10,859.80	248,140.20	4.1%
Expenditures	8,142,015.35	134,337.72	8,007,677.63	1.6%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	1,874.20	25.80	98.6%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	65,257.82	(65,257.82)	
309 Town Center Retail Dev Complex				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
355 Water Supply & Treatment Plant				
Revenues	325,563.64	8,717.70	316,845.94	2.6%
Expenditures	5,123,657.43	1,249,640.50	3,874,016.93	24.3%

**FEB 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of FEB 2023	Balance	41.66% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	44,933.00	2,393,733.50	1.8%
Expenditures	2,438,666.50	678,220.38	1,760,446.12	27.8%
404 Solid Waste Fund				
Revenues	1,592,640.00	666,959.68	925,680.32	41.8%
Expenditures	1,605,000.00	539,165.88	1,065,834.12	33.5%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	2,182.84	(2,137.84)	4850.7%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	472.69	(22.69)	105.0%
Expenditures	0.00	0.00	0.00	

**FEB 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	FEB 2023	Balance	41.66% % to date
Utility Fund Revenues	9,100,000.00	3,838,026.31	5,261,973.69	42.1%
Administration	3,095,272.00	1,257,409.53	1,837,862.47	40.6%
Water & Sewer O & M	3,976,359.00	1,448,939.48	2,527,419.52	36.4%
Debt Service	1,065,477.00	246,274.93	819,202.07	23.1%
Transfers	1,793,564.00	300,000.00	1,493,564.00	16.7%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	3,252,623.94	6,878,048.06	32.1%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>2,682,041.05</i>	<i>4,217,589.95</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>246,274.93</i>	<i>819,202.07</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>300,000.00</i>	<i>1,493,564.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>3,252,623.94</i>	<i>6,878,048.06</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>208,765.50</i>	 <i>332,317.50</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>97,198.46</i>	<i>215,801.54</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>2,376,077.09</i>	<i>3,669,470.91</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>246,274.93</i>	<i>819,202.07</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>300,000.00</i>	<i>1,493,564.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>3,252,623.94</i>	<i>6,878,048.06</i>	

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

ORDER NUMBER 248-2023

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 2023 in the amount of \$13,625.61 is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

APRIL 2023 UTILITY ADJUSTMENTS	
THESE FOLLOW POLICY/ RECOMMEND APPROVAL	

	100	400	195	130	800		REASON FOR
--	-----	-----	-----	-----	-----	--	------------

ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
001-07001-000	180.27	357.24				537.51	Frozen Pipes
001-13001-000	335.41	721.23	35.00			1,091.64	Frozen Pipes
011-07801-000	54.32	118.78				173.10	Washing Machine
011-22201-002		137.17				137.17	Pool Fill
013-60101-001	295.60	331.42	35.00			662.02	Theft of Utilities
015-13601-003	51.07	86.77	35.00			172.84	Frozen Pipes
025-25101-003		205.62				205.62	Pool Fill
027-05301-000		1,626.55				1,626.55	Line in Yard
027-27801-001	66.25	106.66	35.00			207.91	Line in Yard
035-00151-000		783.17		400.00	28.00	1,211.17	Gasket Leak
041-14801-000	62.25	129.69				191.94	Line in Yard
047-38901-000		16.00				16.00	Hot Water Heater
062-32901-000	892.38	2,050.73		1,000.00		3,943.11	Theft of Utilities
065-00101-000	255.59	515.28	70.00	350.00	42.39	1,233.26	Line in Yard
077-02301-001	36.59	54.30				90.89	Theft of Utilities
077-03801-000	38.70	59.02	35.00			132.72	Theft of Utilities
077-05801-001		49.77	70.00			119.77	Line in Yard
080-04401-000	37.95	57.35	70.00			165.30	Frozen Pipes
089-20401-003	67.86	96.66	35.00			199.52	Line in Yard
105-13201-000		36.73				36.73	Busted Pipe
110-38201-001		33.86				33.86	Relief Valve
113-05101-002	335.98	725.67	35.00			1,096.65	Under Slab
139-45151-002	100.49	169.84	70.00			340.33	Hot Water Heater
TOTAL	2,810.71	8,469.51	525.00	1,750.00	70.39	13,625.61	
COMPLETED							

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

RESOLUTION NUMBER 204-2023

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN CHAIRS
FROM THE CITY OF GAUTIER'S INVENTORY**

WHEREAS, the City Clerk Department is requesting the following chairs be removed from inventory and declared surplus:

- Black office chair – asset number 292
- Black office chair – asset number 3624

WHEREAS, the Mayor and Members of the Council have determined that given the condition, the chairs have no value, and therefore removal from inventory and discard by auction or scrap is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the chairs described above is hereby removed from inventory and declared surplus.

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

The motion to approve the foregoing resolution was made by **Councilman Gollott**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 4th of April , 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 03/27/2023
Subject: Authorization to remove broken chairs from the Utility Department's inventory.

REQUEST:

City Council authorization is requested by the City Clerk's Department to remove two black office chairs, asset numbers 292 and 3624, from the Utility Departments inventory and to discard them.

BACKGROUND:

The City Clerk's Department has determined that these chairs are no longer in working order and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these chairs from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

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

ORDER NUMBER 249-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms for Disaster Debris Monitoring Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Monitoring Services.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Monitoring Services

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms for Disaster Debris Monitoring Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Monitoring Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER DEBRIS MONITORING SERVICES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Debris Monitoring Services. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. Requests for proposal are sought for the monitoring of disaster-related debris of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described in the Request for Proposal (RFP). Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects, however, if the City, State, or FEMA authorizes the ROE, it will become part of specific projects.

The City will receive requests from qualified firms to provide debris monitoring services with experience in the areas identified in the request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Monitoring.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. *(Items to be considered include number of qualified staff with expertise and*

knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.
- (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER DEBRIS MONITORING SERVICES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package

by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553
Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

CITY OF GAUTIER

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster related debris, of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Monitoring Services through an open advertised RFP process. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Monitoring Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version); FEMA Debris Management Guide, FEMA-325 (current version); FEMA Disaster Recovery Act 2018.

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).
4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.
5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Monitoring.

B. The City of Gautier's Required and Available Clauses:

- C. The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 26 -35) **RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 12 p.m. (CT) on **April 24, 2023**.

- D. Contact Information:** Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

**Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.*

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on **May 8, 2023**. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/container and clearly marked on the exterior of the package: "DISASTER DEBRIS MONITORING SERVICES". For a copy of the RFP, documents can be viewed or downloaded from www.gautier-ms.gov.

Mail or Ship Sealed RFP Packages to: OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Monitoring Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For sealed RFP Packages, to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the Respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).*

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.
 - (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).
- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the Respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

Gautier, Mississippi, seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public right of ways within the unincorporated areas, from City property (and/or private property if approved by the State), and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City seeks to identify qualified Respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any contract would be for payment of Disaster Debris Monitoring Services that is consistent with the FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 (current version). A Scope of Work (SOW) is provided for Respondents to review in detail. The SOW is detailed as to the terms of this Request for Proposal, and the Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW, it should be clearly stated within the response.

B. Scope of Work: - Specific tasks include, but are not limited to, the following:

Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate

with the load tickets. The Respondent will be responsible for providing any elevated structures and/or equipment needed in order to successfully document debris loads if the pre-disaster debris removal contract is not activated. If the pre-disaster debris removal contract is activated, it shall be the responsibility of debris removal contractor to provide any elevated structures and/or equipment needed to successfully document debris loads.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration. Respondents may provide e-ticketing service however it is not mandatory for this request.

1) Project Manager:

Respondent will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.

- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are typically expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record performance and productivity of debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.

- k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.
- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Respondent will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic and or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

C. Billing

The winning Respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the Debris Monitoring operations and must be approved by the Owner prior to deployment. The Respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personal and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the City, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the respondent elects to sub-contract with any firm, for any portion of the work, the respondent shall be responsible for all work performed by any sub-contract and the respondent shall not be relieved of any obligations under this Contract.

Each respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3:

Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the respondent, at no cost to the City.

The City reserves the right to disqualify any respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Contractor shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
 3330 Highway 90
 Gautier, MS 39553

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor, or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and non-owner automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Monitoring Services contract. The initial contract term shall be for a period of two (2) years, with an option to renew for a period of one (1) additional year.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the

terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable

causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its mayor, councilmen, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to

identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
 - b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

Respondent represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's proposal.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal:

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

P. E-Invoices and Payment. The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

Q. E-Verification:

If applicable, Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Respondent agrees to provide a copy of each such verification. Respondent further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Respondent to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, Respondent would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The

disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) the Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs,

and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental

information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8 ½" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to insure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide Debris Monitoring services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the Respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris monitoring services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues

related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, Respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, Respondent shall fill out and submit the proposed hourly rates on the Hourly Rate Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each Respondent in this Hourly Rate Form. The hourly rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the City will calculate an average base rate for each Respondent, using all the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein the Hourly Rate Form Appendix B, Attachment A (see pg. 20).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits

- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to “City” shall mean the City of Gautier.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after

the order is delivered to Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval

of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms “bid” and “bidder” to “offer” and “offeror,” “bid form” to “proposal form,” “invitation for bid” to “request for proposal,” and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality,

quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all

information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER

REQUEST FOR PROPOSALS CHECKLIST AND FORMS

for

DISASTER DEBRIS MONITORING SERVICES

APPENDIX B

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	Capacity		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES

ONE (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

HOURLY RATE FORM
TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

ATTACHMENT A

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions

PROGRAM MANAGMENT			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> Program Manager			
OPERATIONS			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> On-Site Monitor			
ADMINISTRATIVE SUPPORT			
POSITION	NAME	CITY/STATE	HOURLY RATE
<u>Example:</u> Administrative Assistant			

***Other Program Staff:** If there are other Program Staff, the Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

Print Authorized Name and Title:

Authorized Signature and Date:

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

AFFIDAVIT FORM

ATTACHMENT C

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the Respondent submitting the attached proposal for the services covered by the RFP documents for DEBRIS MONITORING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM),
being duly sworn I, _____ (AFFIANT NAME) – (*ex., CEO, Officer, President, Duly Authorized Representative, etc.,*) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20____.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____ who personally appeared before me at the time of notarization,
and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

TO: THE CITY OF GAUTIER REQUEST FOR PROPOSALS *for* DISASTER DEBRIS MONITORING SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's/contractor's professional judgment in completing work for the benefit the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondents/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

- ☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Sub awardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub Awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any

SUSPENSION AND DEBARMENT CERTIFICATION FORM

ATTACHMENT G

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

_____ initial

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

_____ initial

Representation Regarding Contingency Fees

The Respondent

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

_____ initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

☐ does ☐ does not

contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature _____

Date _____

Name (Printed) _____

Title _____

APPENDIX C

**THE CITY OF GAUTIER
GAUTIER, MISSISSIPPI for
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

-DRAFT-

****** Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any
exceptions to this agreement should be included in proposal response.**

**NON-EXCLUSIVE CONTRACT
FOR DISASTER DEBRIS MONITORING SERVICES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND BETWEEN
THE CITY OF GAUTIER AND
(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and (COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
 - A. **Purpose:** The City of Gautier Mississippi seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public rights of way within the unincorporated areas, from City property (and/or private property if approved by the State) and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects
 - B. (Company Name) shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in (Company Name) proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.
 - C. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

- D. *(Company Name)* shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

(Company Name) will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

(Company Name) will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

(Company Name) will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

(Company Name) will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

(Company Name) will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

(Company Name) will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should *(Company Name)* be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should *(Company Name)* offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. *(Company Name)* will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

(Company Name) will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

(Company Name) will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager. As a minimum, *(Company Name)* must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

(Company Name) will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). *(Company Name)* should also document any City infrastructure damage caused by the event.

(Company Name) must be able to activate within 24 hours of notification to proceed by the City.

(Company Name) must certify that the company or any of its principles are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

1) Project Manager:

(Company Name) will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.
- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

(Company Name) will perform on-site, street-level work area inspections of debris cleanup and collection. *(Company Name)* will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where), and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record the performance and productivity of the debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
- k. Assist the contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

(Company Name) will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.

- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
- c. Initial each load ticket before permitting the truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

(Company Name) will provide Personnel to oversee electronic documentation including:

- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and backup of Data Retention for a minimum of 5 years at the expense of *(Company Name)*.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

(Company Name) will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City of Gautier may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of The City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written

notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. Consideration and Payment.

- A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page _____. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page _____ of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice the City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by the City.
- C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
 - 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper, and ink toner cartridges shall be accomplished through overhead built into the contract price offered by the Contractor.
 - 2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of the City of Gautier after the completion of services under this contract.
- E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. The City of Gautier shall be informed of all staffing issues. Job descriptions and billing rates

by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*, and;
2. **Operations** Managers - *(number)*, and;
3. Field Monitors Support – *(number)*, and;
4. Fixed Site Monitors – *(number)*, and;
5. Data Managers – *(number)*, and;
6. Clerical Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder in this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City of Gautier and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by the contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior to written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, commercial general liability, and business auto liability with minimum limits of liability of \$1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated, or modified without thirty (30) days prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of *(Company Name)* to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. Terms and Conditions Required for Contract for Services with the City of Gautier. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. *(Company Name)* shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. *(Company Name)* agrees to conform to existing policies, rules, and regulations of the City. *(Company Name)* agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work

described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

- D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.
- E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** *(Company Name)* understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services.
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, the Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, 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, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the

stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
2. **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, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and
 - b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department

of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to *(Company Name)* by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and expertise. *(Company Name)* shall not assign, subcontract, or

otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- B. **Approval.** It is understood that this contract requires approval by the City of Gautier . If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City of Gautier reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C,

in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. **Change in Scope of Work.** The City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by (*Company Name*) that the scope of the project or of (*Company Name*)'s services has been changed, requiring changes to the amount of compensation to (*Company Name*) or other adjustments to the contract, unless such changes or adjustments have been

made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City of Gautier in writing of this belief. If the City of Gautier believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. Confidential Information. “Confidential Information” shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. Confidentiality. Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, the City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. Disclosure of Confidential Information. In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that

party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

- M. **Exceptions to Confidential Information.** (*Company Name*) and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or (*Company Name*) from any nonparty; or,
 6. Is disclosed with the disclosing party’s prior written consent.
- N. **Failure to Deliver.** In the event of failure of (*Company Name*) to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, (*Company Name*) shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events

shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

- Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor and councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City’s sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City’s concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

- Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.
- AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.
- BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;
 2. By unit prices specified in the contract;
 3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
 4. By the price escalation clause.
- CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Monitoring Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three year period,

the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EE. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City of Gautier, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right, the City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. City Property. *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. Termination for Convenience Clause.

- 1. Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when the termination becomes effective.
- 2. Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of

subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable

cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.
- LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.
- MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. Department of Homeland Security (DHS) Seal, Logo and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

The City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____

Issued Pursuant to Disaster Debris Removal Services Contract Effective (date), (year).

By and Between

The City of Gautier (“Owner”)

and

(Company Name) (“Contractor”)

The City of Gautier Authorized Contact Name:

(Company/Contractor) Contact Name:

The City of Gautier Authorized Contact Number:

(Company/Contractor) Contact Number:

The City of Gautier Contact E-Mail Address:

(Company/Contractor) E-Mail Address:

1. Scope of Work:

2. Location/Client Facility Involved: *(example - Citywide)*

3. Period of Performance:

4. Authorized Funding Source:

5. Special Provisions:

Owner: The City of Gautier :

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

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

ORDER NUMBER 250-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Response Services and Supplies; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's response and recovery options; and

WHEREAS, this proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Response Services and Supplies.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Response Services and Supply Firms

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

BACKGROUND:

The objective of this RFP is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations.

This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER RESPONSE SERVICES AND SUPPLIES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Response Services and Supplies. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. This pre-disaster/pre-storm contract in support of the City’s disaster response and recovery operations will establish no immediate or annual cost to the City for response services and supplies.

The City will receive requests from qualified firms to provide Disaster Response Services and Supplies. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Disaster Response Services and Supplies.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise)*

participation is encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

The information submitted should, as a minimum, include:

1. Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.
2. Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER RESPONSE SERVICES AND SUPPLIES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90

Gautier, MS 39553
Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

City of Gautier
REQUEST FOR PROPOSAL
DISASTER RESPONSE SERVICES AND SUPPLIES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

The objective of this RFP is to identify and contract through an open advertised RFP process for a pre-event contract for Disaster Response Services and Supplies. The contract does not bind the City to activate any or all of the terms of the contract and such activation is at the sole discretion of the City of Gautier. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its emergency response services, supplies, equipment, and logistics capabilities in the event of a disaster.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).
3. Disaster Recovery Reform Act 2018.
4. Sandy Recovery Improvements Act 2013.
5. U.S. Environmental Protection Agency and Mississippi Department of Environmental Quality Laws, Regulations, and Guidance.

6. Federal Office of Management and Budget (OMB) Super Circular Guidelines (2 CFR 200.317 through 326) for all Federal and non-Federal Agencies participating in Federal Grants.
7. Historical Preservation Laws – The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Disaster Response Services and Supplies.

B. City of Gautier (Required Clauses):

The City of Gautier will utilize its "Required Clauses in Solicitations of Bids, Proposals, or Statements of Qualifications for Disaster Response Services and Supplies." These Required

Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the required clauses is attached as Appendix A (see pg. 20 - 25)

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 12:00 p.m. (CT) on April 24, 2023.

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

**Interested firms may not contact any staff member of the City of Gautier, except above-referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.*

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on May 8, 2023. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages must be submitted in a SEALED envelope/container and clearly marked on

the exterior of the package: "DISASTER RESPONSE SERVICES AND SUPPLIES."

Mail or Ship RFP Packages to - OR - Hand Deliver RFP Packages to:

City of Gautier

Attn: Leoqueita Reddix, Purchasing Agent

RE: Disaster Response Services and Supplies RFP

3330 Highway 90

Gautier, MS 39553

G. RFP Response Packaging Instructions:

To be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package:

DISASTER RESPONSE SERVICES AND SUPPLIES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is*

encouraged).

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.
 - (2) Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).
- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, or other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded BID/CONTRACTOR, City staff may review records of performance to ensure that the BID/CONTRACTOR is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary

status and implement termination procedures if the City determines that the BID/CONTRACTOR no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

K. Bid Bond: To be considered, all responses to this solicitation must be accompanied by a bid bond, certified check, or cashier's check in the amount of \$50,000, payable to the Owner. The security will be returned to the unsuccessful proposer(s) as soon as practicable after the award. Security will be returned to the successful proposer after full execution of contract document. Should the successful proposer fail to timely execute the contract, the entire proposal security shall be forfeited.

L. Performance and Payment Bonds: Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

II. General Requirements

A. Background:

City of Gautier, Mississippi is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety, and well-being during the response to an emergency/disaster situation in the shortest time period possible. Respondents understand and agree that the provision of services and supplies as requested is in the most expeditious manner possible, is of the utmost importance, and it will provide

services requested within twenty-four (24) hours of a request by the City to do so.

The scope of services, as described in the fee schedule (see Attachment A – page 24 of the RFP) shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded the Disaster Response Services and Supplies Contract.

The City, at its sole discretion, may seek some, all, or none of the services on the fee schedule (Attachment A – pages 27 - 30 of the RFP) and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued.

1. Documentation and Recovery Process: Company will provide the following in addition to provision of services and supplies:

- a. Recovery process documentation-create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status as requested by the City.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

2. Equipment:

- a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT, and safety regulations, and are subject to the approval of the City.
- b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of supplies. The listing shall include the following information:
 - i. Drivers Name and a copy of the Driver's License.
 - ii. Truck and/or trailer license number.
 - iii. Year, make, and color of each truck and/or trailer.
 - iv. Size of each trailer.
- c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for

supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

- a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by the City of Gautier, including police cruisers and fire / rescue vehicles with the fire districts. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, four (4) distribution points as selected by the City.
- b. Janitorial, Laundry and Catering Services for City workers. Company shall be able to provide:
 - i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
 - ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 140 City employees (for Company's planning purposes only; no amount is guaranteed);
 - iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
 - iv. Portable shower services; and
 - v. Laundry and janitorial services as directed.
- c. Temporary shelter space at sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
 - i. City office space;
 - ii. Volunteer Organizations;
 - iii. City of Gautier Residents; and
 - iv. Other groups as directed by the City.
- d. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting, and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.
- e. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.
- f. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat), and First Aid Stations.
- g. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City (Appendix D). Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the authorized pay item on the Fee Schedule Form Attachment "A" and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

C. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. The City will issue a Notice of Alert, for pre-staging purposes, prior to issuance of a Notice to Proceed. There shall be no costs incurred by the City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by the City until Task Order designating services and pay item desired and a Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science, and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once a Notice of Alert is issued. In the event of communication failure, due to disaster, a contractor representative must report to the City of Gautier City Hall as soon as the disaster conditions allow for further instruction by the City. The Gautier Police Department is a secondary place to report in the event that City Hall is evacuated. The City reserves the right in severe emergency to issue task orders, notices to proceed, and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Respondent must have enough labor, equipment, supplies, and manpower to respond within twenty-four (24) hours. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

D. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract. **The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as providing insurance.**

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the BID/CONTRACTOR elects to sub-contract with any firm, for any portion of the work, the BID/CONTRACTOR shall be responsible for all work performed by any sub-contract and the BID/CONTRACTOR shall not be relieved of any obligations under this contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any BID/CONTRACTOR, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The BID/CONTRACTOR shall not commence work under this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering

workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the BID/CONTRACTOR.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a contract. The initial contract term shall be for a period of two (2) years, with an option to renew in one (1) year increments, for a period of one (1) one-year renewal.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations may follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the BIDDER/CONTRACTOR agrees to the following: "BIDDER/CONTRACTOR certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State

of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. BID/CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price minus 10% for retainage. The City will withhold 10% retainage from amounts due to the Contractor to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers

such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes,

and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event, the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public

records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL." Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

BID/CONTRACTOR understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and BID/CONTRACTOR agrees during the term of the agreement that BID/CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. BID/CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City, may, by written order to BID/CONTRACTOR at any time, and without notice to any surety, require BID/CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to BID/CONTRACTOR, 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, BID/CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- a) Cancel the stop work order; or
- b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. 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, BID/CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or BID/CONTRACTOR price, or both, and the contract shall be modified in writing accordingly, if:

- a) The stop-work order results in an increase in the time required for, or in BID/CONTRACTOR's properly allocable to, the performance of any part of this contract; and
- b) BID/CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

BID/CONTRACTOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in BID/CONTRACTOR's proposal.

Note: The following clause shall be completed and conspicuously placed within the response
**PROSPECTIVE BID/CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES:**

The prospective BID/CONTRACTOR represents as a part of such BID/CONTRACTOR's proposal that such BID/CONTRACTOR has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any

consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

- P. E-Invoices and Payment.** The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, BID/CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

BID/CONTRACTOR agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, BID/CONTRACTOR agrees to provide a copy of each such verification. BID/CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject BID/CONTRACTOR to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to BID/CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, BID/CONTRACTOR would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25- 61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly

institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any

contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

X. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of

the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Y. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Z. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AA. Department of Homeland Security (DHS) Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

BB. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1. 2 CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

DD. Performance and Payment Bonds:

Upon activation of the contract and prior to beginning work, the selected Contractor shall

furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) color original paper submittal and nine (9) copies, one (1) USB flash drive containing one (1) color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental information. The RFP documents will be on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Disaster Response Services and Supplies;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting

- deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing Disaster Response Services and Supplies including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

Respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Fee Schedule Form provided herein as Attachment A (see pg. 24). Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Fee Schedule Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Fee Schedule Form Attachment A (see pg. 24).

Section 7: References

Provide five (5) references from projects completed in the past five (5) years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits.
- Drug Free Work Place Form (Complete and Submit).
- RFP Affidavit (Complete and submit).
- RFP Affidavit of Solvency (Complete and Submit).
- Conflict of Interest Disclosure Form (Complete and Submit).
- Anti-Lobbying Certification Form (Complete and Submit).
- Suspension and Debarment Certification Form (Complete and Submit).
- Acknowledged Addenda (If Applicable).

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

APPENDIX A

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER RESPONSE SERVICES AND SUPPLIES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions or the technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lrreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and nine (9) copies of the bid form, ten (10) copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith

- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within one hundred twenty (120) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate, if applicable.

- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing.

Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's

eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City regarding the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

- (1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.
- (2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- (3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.
- (4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City's attorney.
- (5) In no event shall the requirement for a bond be waived.

**CITY OF GAUTIER, MISSISSIPPI
REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for**

APPENDIX B

DISASTER RESPONSE SERVICES AND SUPPLIES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Fee Schedule Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist /Signature Page Form (Complete and Submit ATTACHMENT H)		
	▪ Acknowledged Addenda (If Applicable)		
9	Capacity for Performance		
	▪ Number and title of Staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES
ONE (1) USB FLASH DRIVE CONTAINING
ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

FEE SCHEDULE FORM
ATTACHMENT A

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES

The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. "Cost plus percentage" prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided in this manner.

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Sleep trailers – specify number of beds per trailer. Beds per trailer: _____	Per Week	_____	\$ _____
2.0	Sleep tents – specify number of beds per tent. Beds per tent: _____	Per Week	_____	\$ _____
3.0	Bed units (Cots, Pillows, Sheets, Blankets). Specify number of bed units: _____	Per Week	_____	\$ _____
4.0	Catering/Food Preparation			
4.1	Hot meal, drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____	\$ _____
4.2	Box lunch (Not MRE), drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____	\$ _____
5.0	Ice - Specify size _____ LB bag.	Per Bag	_____	\$ _____
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: _____	Per Week	_____	\$ _____
7.0	Shower trailers (w/all water supply, etc. includes servicing waste water tank). Specify number of shower stations per trailer: _____	Per Week	_____	\$ _____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
----------	------------------	------	----------------------	----------------------

8.0	Portable restroom trailer. (Includes servicing waste water tank.) Specify number of stations per trailer. _____	Per Week	_____ _____ _____	\$ _____
9.0	Portable restroom (port-a-john, single unit, to include servicing).	Per Week	_____ _____ _____	\$ _____
10.0	Hand wash units w/ water supply, etc. Specify type and number of stations: _____	Per Week	_____ _____ _____	\$ _____
11.0	Bottled water, per case - Specify bottle size in oz: _____	Per Case	_____ _____ _____	\$ _____
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: _____	Per Week	_____ _____ _____	\$ _____
13.0	First aid station w/ First Aid Team - supplies to accommodate 500 personnel (well stocked for immediate care in emergencies. Includes trauma dressing tourniquet, eye-wash kit)	Per Week	_____ _____ _____	\$ _____
14.0	Trash receptacles – Specify type and size in cu yd. (Dumpster, Trash bin with lid, etc.). Type: _____ Size: _____ Cu yd.	Per Week	_____ _____ _____	\$ _____
15.0	Garbage Disposal Service per dump. Type: _____ Size: _____ Cu yd.	Per Week	_____ _____ _____	\$ _____
16.0	Internet kit and WiFi Hot Spot distribution (capaCity to operate 300 WIFI devices at a minimum)	Per Week	_____ _____ _____	\$ _____
17.0	Forklifts – minimum 6000lb all-terrain	Per Week	_____ _____ _____	\$ _____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
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18.0	Air conditioning and heating 10 ton Portable unit for temporary facility	Per Week	_____	\$ _____
19.0	Generators/Power Distribution – with power cord			
19.1	5kW	Per Week	_____	\$ _____
19.2	100kW	Per Week	_____	\$ _____
19.3	350kW	Per Week	_____	\$ _____
19.4	500kW (Service Complex Building/AC)	Per Week	_____	\$ _____
20.0	Temporary office modular trailer. Furnished with minimum of 4 desks and 4 desk chairs – Specify modular size by length x width in ft. Modular building size: _____	Per Week	_____	\$ _____
21.0	Laundry service per person. (Based on 500 personnel.)	Per Person/ Week	_____	\$ _____
22.0	Towable/Portable Communications Trailer - Provides Internet connectivity via Satellite while establishing secure local area wifi hotspot. Provides satellite phone telecommunications via VOIP. Type: _____ Size: _____	Per Week	_____	\$ _____
23.0	Emergency fuel and distribution			
23.1	Gas - Bulk price delivered	Cost + Fixed Fee	_____	\$ _____
23.2	Diesel - Bulk price delivered	Cost + Fixed Fee	_____	\$ _____
24.0	Fueling stations - Operation and monitored at designated sites	Each per Week	_____	\$ _____

Respectfully Submitted:

Signature _____

By _____

Title _____

Date _____

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

AFFIDAVIT FORM

ATTACHMENT C

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RESPONSE SERVICES AND SUPPLIES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____,
by _____ who personally appeared before me at the time of
notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM),

being duly sworn I, _____ (AFFIANT NAME) – (ex.,

CEO, Officer, President, Duly Authorized Representative, etc.,) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20____.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a BID/CONTRACTOR's/contractor's professional judgment in completing work for the benefit City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

BID/CONTRACTORS/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. BID/CONTRACTORS / Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the BID/CONTRACTOR's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging s an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, City, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, City, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, City, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

TO: CITY OF GAUTIER

**REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES****CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Gautier, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Gautier, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

TO: CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

_____ CONFIRMED

Conflicts of Interest

The Contractor

☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

☐ does ☐ does not contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature

Date

Name (Printed)

Title

**CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES**

APPENDIX C

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY.
Any exceptions to this agreement should be included in proposal response.***

**NON-EXCLUSIVE CONTRACT
FOR DISASTER RESPONSE SERVICES AND SUPPLIES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BYAND BETWEEN
THE CITY OF GAUTIER AND
*(CONTRACTOR/COMPANY NAME)***

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and *(CONTRACTOR/COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.
- A. Purpose: *(Company Name)* will assist City of Gautier, Mississippi by providing Disaster Response Services and Supplies in the event of a natural disaster or emergency. This contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies Contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.
- B. *(Company Name)* will assist the City staff in meeting statutory and regulatory mandates; with technical issues related to implementing Scopes of Work to ensure full compliance with all Federal, State, and local laws in order to limit any subsequent audits and reviews.
- C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
- D. *(Company Name)* shall perform the scope of services as described below and as described in the fee schedule (see Addendum A – Request for Proposal (RFP) pg. 24). This scope of work shall be considered a minimum standard to meet in providing Disaster Response Services and Supplies Service. The City, at its sole discretion, may seek some, all or none of the services on the fee schedule and may, during an emergency, require additional services not

addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued. **The Specific tasks include, but are not limited to, the following**

- 1. Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
 - a. Recovery process documentation-create recovery process documentation plan.
 - b. Maintain documentation of recovery process.
 - c. Provide written and oral status as requested by the City.
 - d. Review documentation for accuracy and quantity.
 - e. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2. Equipment:

- a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the City.
- b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of supplies. The listing shall include the following information:
 - i. Drivers Name and a copy of the Driver's License.
 - ii. Truck and/or trailer license number.
 - iii. Year, make, and color of each truck and/or trailer.
 - iv. Size of each trailer.
- c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These Services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

- a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by City of Gautier, including police cruisers and fire/rescue vehicles with the fire districts. Company will provide

sufficient personnel and equipment to maintain and secure, at a minimum, five (5) distribution points as selected by the City.

- b. Janitorial, Laundry and Catering Services for City workers.
Company shall be able to provide:
 - i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
 - ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 700 City employees (for Company's planning purposes only; no amount is guaranteed);
 - iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
 - iv. Portable shower services; and
 - v. Laundry and janitorial services as directed.
- c. Temporary Shelter Space At sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
 - i. City office space;
 - ii. Volunteer Organizations;
 - iii. City of Gautier Residents; and
 - iv. Other groups as directed by the City.
- h. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.
- i. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.
- j. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat) and First Aid Stations.
- k. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City. Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the pay item on Exhibit "B" authorized and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

F. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-

staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters etc. is not an exact science and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to the City of Gautier Emergency Operations Center as soon as the disaster conditions allow for further instruction by the City. The City reserves the right in severe emergency to issue task orders, notices to proceed and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Contractor must have enough labor, equipment, supplies and manpower to respond within twenty-four (24) hours. Contractor agrees to work diligently to provide services and supplies by the earliest possible date.

III. **Conflict of interest.** (*Company Name*) affirms and acknowledges that if language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, Including Addendum A – Request for Proposal (RFP) and Scope of Services, Contractors Proposal, duly authorized Change order, General Conditions, Notices, Bonds, and Contractor's Qualifications.

IV. **Contract Term.** The term of this contract shall begin on (*Month, Day, Year*) and shall end no later than Close of Business (*Month, Day, Year*). If necessary, this contract may be renewed at the discretion of the City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to (*Company Name*) at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). (*Company Name*) acknowledges that throughout the term of this contract the need for the services specified above will decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personal and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.
- B. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend operations due to inclement weather. The performance

period may be extended for weather delays. The Contractor shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- C. *(Company Name)* shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.
- D. As consideration for performance of the contract by *(Company Name)*, City of Gautier shall pay the amount for services not to exceed *(Contract Dollar Amount) (Contract Dollar Amount Spelled Out)*. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page 20 of said addendum is the rate table for this contract, which is incorporated herein by reference.
- E. *(Company Name)* shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.
- F. *(Company Name)* shall invoice City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by City of Gautier.
- G. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- H. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
 - 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 - 2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of City of Gautier after the completion of services under this contract.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Gautier and shall be authorized as permitted under Federal, state and local law to perform such services.

VII. **Insurance.** The BID/CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and

classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (Company Name) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

- VIII. Terms and Conditions Required for Contract for Services with City of Gautier, Mississippi.**
This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and the Contractor for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of BID/CONTRACTOR.
- D. **Representation Regarding Contingent Fees.** The Contractor represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.
- E. **Representation Regarding Gratuities.** The bidder, offeror, Contractor, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A of Addendum A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** The Contractor understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, 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 Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
- a. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. **E-Verification.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system," means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the

employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the Gautier City Council. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs,

and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

- D. **Authority to Contract.** Contractor represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the Contractor is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City of Gautier reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included in Addendum B.
- H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- I. **Change in Scope of Work.** City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Gautier and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify City of Gautier in writing of this belief. If City of Gautier believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.
- J. **Confidential Information.** "Confidential Information" shall mean:
1. Those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and,
 2. All data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
 - a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
 3. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
 4. Requests to review proprietary information will be handled in accordance with the State of Mississippi Public Records Policy found at 31 Miss. Admin. Code, Pt. 201, R. 3.1-3.7.
- K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the

agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- M. **Exceptions to Confidential Information.** Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or,
 6. Is disclosed with the disclosing party’s prior written consent.
- N. **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend

such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

- Q. **HIPPA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, the and City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to the Contractor any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City of Gautier shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or the Contractor on the basis of draftsmanship or preparation hereof.

- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name)
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
City of Gautier
3330 Highway 90
Gautier, MS, 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and the Contractor.
- Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by the Contractor.
- AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. Price Adjustment. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;
2. By unit prices specified in the contract;
3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
4. By the price escalation clause.

CC. Priority. The contract consists of this agreement, the Request for Proposal for 'Disaster Response Services and Supplies' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. Record Retention and Access to Records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

EE. Recovery of Money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City of Gautier, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and City of Gautier. The rights of the City of Gautier are in addition and without prejudice to any other right City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of the Contractor.

FF. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. City Property. Contractor will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

HH. Termination for Convenience Clause.

3. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
4. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the

Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Gautier upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** The contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Contractor shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

OO. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PP. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

QQ. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RR. Department of Homeland Security (DHS) Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SS. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1. 2CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TT. Performance and Payment Bonds: Upon activation of the contract and prior to beginning work, the Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

This written document, along with all addendums as well as other documents listed in paragraph **IX General Terms and Conditions, item BB Priority**, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

Name, City Manager
City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____

Issued Pursuant to Disaster Response Services and Supplies Contract Effective *(date)*, *(year)*.

By and Between

**City of Gautier (“Owner”) and
(Company Name) (“Contractor”)**

City of Gautier Authorized Contact Name:

***(Company/Contractor)* Contact Name:**

City of Gautier Authorized Contact Number:

***(Company/Contractor)* Contact Number:**

City of Gautier Contact E-Mail Address:

***(Company/Contractor)* E-Mail Address:**

1. Scope of Work:

2. Location/Client Facility Involved: *(example - Citywide)*

3. Period of Performance:

4. Authorized Funding Source:

5. Special Provisions:

Owner: City of Gautier:

By: _____

Print Name: _____

Title: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Date: _____

Address: _____

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

ORDER NUMBER 251-2023

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Debris Removal Services; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations; and

WHEREAS, information is sought for Disaster Debris Removal Services in of disaster-related debris of every kind and nature from public right of ways within the incorporated area, City property, waterways, and/or private property, if approved by the City, State, and FEMA; and

WHEREAS, such services will ensure that the City is full compliance with all federal, state, and local laws in order to limit any subsequent audits and reviews; and

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to advertise for Request for Proposals for Disaster Debris Removal Services.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: March 28, 2023
Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Removal Services

REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal for experienced and qualified firms for Disaster Debris Removal Services.

BACKGROUND:

This RFP is to identify and contract through an open advertised RFP process for qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Disaster Debris Removal Services of disaster-related debris of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA).

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 7, 2023, and April 14, 2023. RFP's must be submitted before 5 p.m. on May 8, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms for Disaster Debris Removal Services.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for RFP

ADVERTISEMENT FOR REQUEST FOR PROPOSAL (RFP)

Notice is hereby given that the City of Gautier, Mississippi is requesting proposal packages, at Gautier City Hall, 3330 Hwy 90, until 5:00 PM on May 8, 2023, for the following:

“PRE-DISASTER DEBRIS REMOVAL SERVICES”

The City of Gautier, Mississippi, (hereinafter “City”) is seeking written proposal packages from qualified firms to provide Pre-Disaster Debris Removal Services. Proposals will be evaluated based on pricing, capacity for performance, qualifications, experience, and references.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier in the event of a disaster. Requests for proposal are sought for the removal of disaster-related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described in the Request for Proposal (RFP). Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects, however, if the City, State, or FEMA authorizes the ROE, it will become part of specific projects.

The City will receive requests from qualified firms to provide debris removal services with experience in the areas identified in the request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal.

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than once source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.
- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City’s projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. *(Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.*

- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

The information submitted should, as a minimum, include:

(1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.

(2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

An optional pre-bid conference will be held at 10 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

For Sealed RFP Packages to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: PRE-DISASTER DEBRIS REMOVAL SERVICES.

Address proposals to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than 5:00 p.m. Central Time on May 8, 2023. No electronic or facsimile copies of the responses will be accepted. Timely submission of the response is the responsibility of the respondent. Responses received after the specified time shall be rejected and returned to the respondent unopened. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the response, all attachments and the USB Flash Drive shall be identified with the name of the respondent. Responses to the RFP will be referred to the Selection Committee.

The City of Gautier encourages minority and women-owned businesses to submit proposals.

Request for RFP packages may be obtained in writing from:

City of Gautier, Mississippi
Attn: Leoqueita Reddix, Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

Or telephone 228-497-8000
Or lreddix@gautier-ms.gov

The City reserves the right to reject any and all requests for proposals and to waive any informality in the proposal accepted.

Paula Yancey
City Manager
City of Gautier, MS

(SEAL)

Publication Dates:

Sun Herald: April 7th and 14th, 2023

CITY OF GAUTIER

REQUEST FOR PROPOSAL **DISASTER DEBRIS REMOVAL SERVICES**

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Debris Removal Services of disaster related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Removal Services through an open advertised RFP process. Respondent shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Removal Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).
3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.
5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

B. The City of Gautier Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 33-42).

C. RFP Contact Information for Questions:

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before 12 p.m. (CT) on **April 24, 2023**.

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

**Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.*

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) **on May 8, 2023**. Any packages

received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/ container and clearly marked on the exterior of the package: **“DISASTER DEBRIS REMOVAL SERVICES.”**

Mail or Ship Sealed RFP Packages OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Removal Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For Sealed RFP Packages, to be considered, submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/ container and clearly marked on the exterior of the package: **DISASTER DEBRIS REMOVAL SERVICES.**

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

- 1. Pricing 30%** - Contracts derived through procurement by competitive proposals with more than once source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.
- 2. Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

- 3. Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. *(Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.*
- 4. Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

The information submitted should, as a minimum, include:

- (1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.
 - (2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).
- 5. References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding the financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of the award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

The City of Gautier seeks disaster related Debris Removal Services. This includes debris removal of every kind and nature from public rights of way within the incorporated areas, from City property, beaches (if applicable), and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an emergency situation, as well as to restore the public areas to normal condition. The Contractor understands and agrees that disaster debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Disaster debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of the collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave the remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this

pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:

Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

4) Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:

Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites

managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to the final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
- ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with

state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner-approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from a RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
- v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose, if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling, or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW.

The Contractor will segregate these items from other debris, then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage ways, streams, and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals, and oceans which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel Removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in the categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is

intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether on private property or public property or obstructed by debris. This is a nonexclusive contract and does not guarantee a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

- ii. The Contractor assumes responsibility for damage incurred during the towing, removal, and relocation of the vehicles and vessels, and for any and all claims of damage that result from the removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative or Monitor at the site full-time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.
- v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn

to dusk.

- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.
- xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.
- xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.
- xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the

transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

- xvi. The Contractor represents that he is familiar with local conditions.
- xvii. Major sections of vehicles (not individual parts) severed by the storm, maybe hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.
- xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's, and Shipping Containers from public property, private property (if approved) and rights-of-way.
- xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.
- xxii. Abandoned Vessels - 10 to 26 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable

federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

- b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- d. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information;
 1. Truck and/or trailer license number.
 2. Year, make and color of each truck and trailer.
 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or

private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

C. Billing

The winning respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the disaster debris removal operations and must be approved by the Owner prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment are the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the City, Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the Respondent elects to sub-contract with any firm, for any portion of the work, the Respondent shall be responsible for all work performed by any sub-contract and the Respondent shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Respondent shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent, or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, Commercial General Liability, and Business Auto Liability with minimum limits of liability of \$1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The Respondent shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the Respondent.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Removal Services contract. The initial contract term shall be for a period of two (2) years, with an option to renew for a period of one (1) additional year.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Respondent shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in

said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Respondent understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Respondent agrees during the term of the agreement that Respondent will strictly adhere to this policy in its employment practices and provision of services. Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require RESPONDENT to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to RESPONDENT 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, RESPONDENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

a) Cancel the stop work order; or

b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. 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, RESPONDENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or RESPONDENT price, or both, and the contract shall be modified in writing accordingly, if:

a) The stop-work order results in an increase in the time required for, or in RESPONDENT'S properly allocable to, the performance of any part of this contract; and

b) RESPONDENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:

If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:

Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:

RESPONDENT represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in RESPONDENT'S proposal.

N. Acknowledgement of Amendments:

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City, by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response
**PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING
CONTINGENT FEES: The prospective Contractor represents as a part of such
Contractor's proposal that such Contractor has not retained any person or agency on a
percentage, commission, or other contingent arrangements to secure this contract.**

- P. E-Invoices and Payment.** The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, RESPONDENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program.

RESPONDENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, RESPONDENT agrees to provide a copy of each such verification.

RESPONDENT further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject RESPONDENT to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to RESPONDENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. Both. In the event of such cancellations/termination, RESPONDENT would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]-
Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
(Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFPs are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. The City may require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History

6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8-1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections, and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)

Complete and provide page APPENDIX B.

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;

- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster debris removal services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience

In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris removal services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed

price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Form Appendix B, Attachment A (see pg. 44).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

- (1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the

space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such

- cancellation/termination being made public;
- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract or technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate in the field of [specialty area].
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 10 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- (4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.
- (5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER

REQUEST FOR PROPOSALS CHECKLIST AND FORMS

for

DISASTER DEBRIS REMOVAL SERVICES

APPENDIX B

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	RFP Checklist		
2	RFP Cover Letter		
3	Qualifications and Experience:		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	Proposed Strategy and Technical Approach		
5	Auditing History		
6	Proposed Pricing		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	References		
8	Administrative Information		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ Capacity		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND NINE (9) COPIES

ONE (1) USB FLASH DRIVE CONTAINING ONE (1) COLOR PDF OF THE ORIGINAL DOCUMENTS

CONTRACTOR'S PRICE PROPOSAL FORM

ATTACHMENT A

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

Date _____

Proposal of _____ (hereinafter called "Contractor"),
authorized to do business under the laws of the State of Mississippi, proposes to the City of Gautier
(hereinafter called "Owner"):

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER RELATED DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part. Unbalanced pricing will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Task Order issued by the Owner, and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

Contractor agrees to perform work under a Task Order issued by the Owner in accordance with the specifications and other information included in the contract documents for the following prices:

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Removal, Haul, and Dispose of Eligible Vegetative Debris	Cubic Yard	_____	\$_____
2.0	Site Management and Reduction of Vegetative Debris by Grinding	Cubic Yard	_____	\$_____
3.0	Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding	Cubic Yard	_____	\$_____
4.0	Site Management and Reduction of Vegetative Debris by Burning	Cubic Yard	_____	\$_____
5.0	Load, Haul, and Dispose of Vegetative Debris Reduced by Burning	Cubic Yard	_____	\$_____
6.0	Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site	Cubic Yard	_____	\$_____
7.0	Removal of Hazardous Hanging Limbs and placement on public property or ROW	Per Tree	_____	\$_____
8.1	Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.2	Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.3	Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW	Per Tree	_____	\$_____
8.4	Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW	Per Tree	_____	\$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
9.1	Removal of Hazardous Stumps Over 24 and up to 36 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____	\$_____
9.2	Removal of Hazardous Stumps Over 36 and up to 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____	\$_____
9.3	Removal of Hazardous Stumps Over 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level	Per Stump	_____ _____	\$_____
10.0	Removal, Hauling and Disposal of Regulated Asbestos Containing Material (RACM)	Cubic Yard	_____ _____	\$_____
11.0	Removal, Hauling and Recycling or Disposal of White Goods	Per Each	_____ _____	\$_____
12.0	Removal, Hauling and Recycling or Disposal of Electronics Waste	Cubic Yard	_____ _____	\$_____
13.0	Removal, Hauling and Recycling or Disposal of Concrete and Masonry	Cubic Yard	_____ _____	\$_____
14.0	Removal, Hauling and Disposal of Household Hazardous Waste (HHW)	Per Pound	_____ _____	\$_____
15.0	Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines	Per Each	_____ _____	\$_____
16.0	Removal, Hauling and Recycling or Disposal of Abandoned Tires	Per Each	_____ _____	\$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
17.0	Removal, Hauling and Recycling or Disposal of Debris from Drain-ways, Streams and Bayous	Per Linear Foot		\$_____
18.0	Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans	Cubic Yard		\$_____
19.1	Removal of Abandoned Vehicles (Cars, Trucks, Vans)	Per Each		\$_____
19.2	Removal of Abandoned Campers, RV's, and Shipping Containers	Per Each		\$_____
19.3	Removal of Abandoned Buses and Tractor Trailers	Per Each		\$_____
19.4	Removal of Abandoned Utility and Boat Trailers	Per Each		\$_____
19.5	Removal of Abandoned Vessels – 10 to 26 Feet	Per Linear Foot		\$_____
19.6	Removal of Abandoned Vessels – 27 to 40 Feet	Per Linear Foot		\$_____
19.7	Removal of Abandoned Vessels – Over 40 Feet	Per Linear Foot		\$_____

Signature _____

By _____

Title _____

Date _____

Respectfully Submitted:

Business

Name (please print)

Address

Signature

City, State, Zip Code

E-mail

Office Phone

Fax Number

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.
4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

Print Authorized Name and Title:

Authorized Signature and Date:

AFFIDAVIT FORM**ATTACHMENT C****TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER DEBRIS REMOVAL SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 21__.

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM

ATTACHMENT D

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES**

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM), being
duly sworn I, _____ (AFFIANT NAME) – (ex., CEO, Officer,
President, Duly Authorized Representative, etc.,) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20__

Affiant Signature

Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20__, by
_____ who personally appeared before me at the time of notarization,
and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM

ATTACHMENT E

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of the City of Gautier ("City "). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis, or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgment when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBYING CERTIFICATION FORM

ATTACHMENT F

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES**

CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) _____ (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10,a.) _____ (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
12. Form of Payment (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: _____
Page _____ **of** _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

Employees not to Benefit

I (we) hereby certify that if any future contract is awarded to our firm, partnership, or corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.

_____ initial

Conflicts of Interest

The Respondent

☐ is ☐ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

_____ initial

Representation Regarding Contingency Fees

The Responder

☐ has ☐ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

_____ initial

Representation Regarding Gratuities

The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

_____ initial

Collusion

I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

_____ initial

Acceptance of Conditions

I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.

_____ initial

Proprietary Information

This response

☐ does ☐ does not

contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature _____

Date _____

Name (Printed) _____

Title _____

THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES

APPENDIX C

-DRAFT-

****** Selected Proposer(s) will be required to execute this agreement prior to ****
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any
exceptions to this agreement should be included in proposal response.**

**NON-EXCLUSIVE CONTRACT
FOR DISASTER DEBRIS REMOVAL SERVICES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND BETWEEN
THE CITY OF GAUTIER AND
(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY" and generally as "CITY," and (COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
 - A. **Purpose:** Then City seeks disaster related Debris Removal Services. This includes disaster debris removal of every kind and nature from public rights of way within the incorporated areas, from City property and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.
 - B. (Company Name) shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in (Company Name) proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.
 - C. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
 - D. (Company Name) shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the

shortest time possible. Debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:

The Contractor shall manage one or more DMS site and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:

Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

4) Site Management and Reduction of Vegetative Debris by Burning:

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:

Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
- ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis.

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City Representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated

from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner -approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
- iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
- v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner t-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage-ways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, and canals which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State, and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.
- ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative/Monitor at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels

transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

- v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.
- xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
- xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.
- xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.
- xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance

company storage fees or other fees for picking up vehicles or vessels.

- xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Gautier Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.
- xvi. The Contractor represents that he is familiar with local conditions.
- xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
- xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.
- xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.
- xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.
- xxii. Abandoned Vessels- 10 to 26 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
 1. Truck and/or trailer license number;
 2. Year make and color of each truck and trailer;
 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the

Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

- III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City may determine to be a conflict of interest.
- IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City conditioned upon satisfactory performance during the prior contract term as determined by the City. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed one (1). *(Company Name)* acknowledges that throughout the term of this contract, the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page _____. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page _____ of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice the City monthly. The final invoice shall be submitted only after the final product has been accepted by the City.
- C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
 2. The City will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City. Further, any office equipment purchased with prior written approval will be processed through the City Inventory Control Department and will remain the property of the City after the completion of services under this contract.

E. *(Company Name)* shall have the right to internally manage its own staff, time, and expenses. The City shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*.
2. Technical Specialist- *(number)*, and;
3. Administrative Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(*Company Name*) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

(*Company Name*) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (*Company Name*) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with the City of Gautier.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and (*Company Name*) for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. (*Company Name*) shall comply with applicable Federal, State, and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. (*Company Name*) agrees to conform to existing policies, rules, and regulations of the City. (*Company Name*) agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits, and Fees.** (*Company Name*) shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of (*Company Name*).
- D. **Representation Regarding Contingent Fees.** (*Company Name*) represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in (*Company Name*)'s proposal.
- E. **Representation Regarding Gratuities.** (*Company Name*) represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** (*Company Name*) understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and (*Company Name*) agrees during

the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services

- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, 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, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:
 - a. Cancel the stop work order or;
 - b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.
 2. **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, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and
 - b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
 3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
 4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures

identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

- L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system”, means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification, or other document granted to *(Company Name)* by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

- M. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

- IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*’s special skills and

expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- B. **Approval.** It is understood that this contract requires approval by the City of Gautier. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.
- H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
 Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- I. **Change in Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.
- J. **Confidential Information.** "Confidential Information" shall mean:
1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
 2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

- a. To protect all confidential information provided by one party to the other;
 - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
 - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
 - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
- K. Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City pursuant to the agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- L. Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- M. Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
 2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
 3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
 4. Is independently developed by the recipient without any reliance on confidential information;
 5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,
 6. Is disclosed with the disclosing party's prior written consent.

- N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.
- O. **Failure to Enforce.** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.
- Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.
- S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be

deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, and the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

- U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.
- V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.
- X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Paula Yancey, City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
pyancey@gautier-ms.gov

- Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other

party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

Z. Oral Statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.

AA. Ownership of Documents and Work Papers. The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

BB. Price Adjustment. Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;
2. By unit prices specified in the contract;
3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
4. By the price escalation clause.

CC. Priority. The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. Record Retention and Access to Records. Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to

reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

- EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right. The City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.
- FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.
- HH. **Termination for Convenience Clause.**
1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.
 2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. Termination for Default Clause.

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the

extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
 3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
 4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
 5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
 6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. Third Party Notification. *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. Unsatisfactory Work. If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. Department of Homeland Security (DHS) Seal, Logo and Flags. The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

Paula Yancey
City of Gautier

Date

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

**THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX D

-EXAMPLE-

TASK ORDER NO. _____
Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.
By and Between
The City of Gautier (“Owner”)
and
***(Company Name)* (“Contractor”)**

City of Gautier Authorized Contact Name:

***(Company/Contractor)* Contact Name:**

City of Gautier Authorized Contact Number:

***(Company/Contractor)* Contact Number:**

City of Gautier Contact E-Mail Address:

***(Company/Contractor)* E-Mail Address:**

- 1. Scope of Work:**
- 2. Location/Client Facility Involved:** *(example - City wide)*
- 3. Period of Performance:**
- 4. Authorized Funding Source:**
- 5. Special Provisions:**

Owner: City of Gautier:

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

(Company/Contractor Name):

By: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

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

ORDER NUMBER 252-2023

WHEREAS, on February 7, 2023, there came before the Mayor and Council for the City of Gautier a Resolution expressing intent to grant tax exemption to Magnolia Landing Investments, LLC; and

WHEREAS, through clerical error, the name of the business was incorrectly transcribed as, "Magnolia Landing Developments, LLC" in paragraph five (5) and paragraph eight (8), section two (2); and

WHEREAS, the Mayor and Council for the City of Gautier have the authority to correct clerical errors through nunc pro tunc orders; and

BE IT THEREFORE ORDERED, that the name of the business in paragraph five (5) and paragraph eight (8), section two (2), shall be corrected to read "Magnolia Landing Investments, LLC."; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the correct, written title of business for this item is hereby approved, nunc pro tunc, and is fully set forth herein.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

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

**RESOLUTION EXPRESSING INTENT TO GRANT
TAX EXEMPTION REQUEST FOR MAGNOLIA LANDING INVESTMENTS, LLC**

RESOLUTION NUMBER 195-2023

WHEREAS, Sections 17-21-5, 27-31-31, and 27-31-32 of the Mississippi Code of 1972 authorize the City of Gautier to establish the Central Business District (CBD) Tax Exemption Policy, and, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated districts of the municipality, for a period of not more than ten years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about March 6, 2018, established a policy for the granting of such exemptions (attached hereto as “Exhibit A”); and

WHEREAS, pursuant to that policy, the City Council may, in its discretion, exempt up to 100% of municipal ad valorem taxes, excluding ad valorem taxes for school purposes, for a period of not more than seven (7) years for new structures, or any renovations of and improvements to, existing structures lying within the area designated as the Central Business District, but only in the event that such structure shall have been constructed, renovated, or improved pursuant to the requirements set forth in this Policy; and

WHEREAS, Magnolia Landing Investments, LLC, has now requested that the City Council approve a resolution expressing its intent to approve an exemption request for improvements on the property adjoining HWY 57 and C Byrd Rd. (as more fully identified in “Exhibit B”) in the Central Business District, which are expected to equal or exceed \$20,000,000.00 in value; and

WHEREAS, Magnolia Landing **Developments** Investments, LLC has provided preliminary plans to the City for a Class A Apartment Community, including the following improvements and/or amenities:

- 1) Private and secure gated access: Entry/Exit along Hwy 57 and Entry Exit along C Byrd Road
- 2) Luxury 1BR and 2BR apartments with 9’ ceilings, balconies, hardwood-style LVT flooring, 3cm-thick real granite countertops, large kitchen island and open-concept

- living area, stainless steel GE Energy Star appliances, washer, dryer, walk-in closets and brushed nickel fixtures
- 3) ~10+ acres of undisturbed greenspace and wetlands for walking trails
 - 4) 4,000+ square foot state-of-the-art clubhouse for residents
 - a) 24/7 private access with resident key fob
 - b) Sports/Movie Lounge entertaining area with surround sound system and streaming audio throughout
 - c) Business kiosk with computer and printer for tenants to use as needed
 - d) Game area with ping pong and poker table
 - e) Gym with weight machines, cardio equipment, big screen television, water bottle fill stations and locker/cubby area
 - f) Separate studio exercise room for free weight training or class led exercises
 - g) Leasing office and property manager office
 - h) Parcel delivery/pickup room
 - 5) Resort-style pool and deck with open air veranda, dual sided fireplace big screen tv and audio
 - 6) Dog and pet park, and dog sanitation stations along walking trails and sidewalks
 - 7) Resort-style Pickleball and Basketball Court
 - 8) 3 ponds on site we plan to stock for recreational fishing
 - 9) Self-storage rentals available on site for exclusive resident rental
 - 10) Beautifully designed landscaping that embodies Gautier's motto of "Nature's Playground"
 - 11) Site lighting designed to give the community a resort-like atmosphere; and

WHEREAS, the plans are attached hereto as "Exhibit B" and the applicant is requesting an exemption of 100% of the increase in municipal taxes for a period of 7 years; and

WHEREAS, the improvement of said property is for the promotion of business and commerce in the designated Central Business District; and

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

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of Magnolia Landing **Developments** Investments, LLC for a resolution expressing the City's intent to grant the above-described tax exemption is hereby granted.

SECTION 3. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning Department of the City of Gautier and in strict conformance with the policy guidelines adopted by this Council on March 6, 2018.

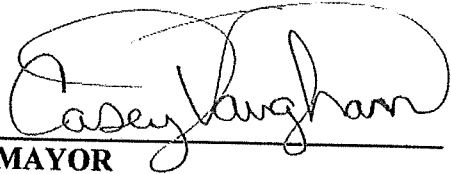
SECTION 4. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning Department of the City of Gautier and a certificate of occupancy has been issued.

The motion to approve the foregoing resolution was made by **Councilman Gollott** and seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George


MAYOR

ATTEST:


CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

During City Attorney comments, a discussion was held regarding the City of Ocean Springs annexation petition.

Councilman George made the motion to approve an order directing the City Attorney to file a waiver of objection to the annexation petition, and the relief requested therein. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 253-2023

WHEREAS, the City of Ocean Springs has filed the attached annexation petition (hereinafter, "the Petition"); and

WHEREAS, upon review of the Petition, the Mayor and Council Members hereby find they have no objection to the relief requested in the Petition; and

WHEREAS, based on the lack of objection, the City Council hereby finds that filing a waiver of objection to the petition is in the best interests of the City of Gautier and its citizens; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Attorney is directed to file a waiver of objection to the Petition;

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 4, 2023.

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

IN THE MATTER OF THE ENLARGING,
EXTENDING, AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

CITY OF OCEAN SPRINGS, MISSISSIPPI

PLAINTIFF

VS.

CAUSE NO. 22-2372-DNH

CITY OF GAUTIER, MISSISSIPPI

DEFENDANT

SUMMONS

TO: CITY OF GAUTIER, MISSISSIPPI

ATTN: Mayor Casey Vaughan
Or the City Clerk
3330 US-90
Gautier, Mississippi 39553

The Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Ocean Springs, Jackson County, Mississippi and the Notice of Hearing on said Petition, which are attached to this Summons, are being served on you because you are required by law to be made a party Defendant in this matter.

You are further notified that the Chancery Court of Jackson County, Mississippi, has set for hearing this cause upon the Petition at 9:00 a.m. on the 13th day of April, 2023, at the Jackson County Chancery Courthouse at 3104 Magnolia Street, Pascagoula, Mississippi 39567, and you and all parties interested in, affected by, or having objections to, or being aggrieved by said proposed enlargement and extension of the corporate limits and boundaries of the City of Ocean Springs, Mississippi, are hereby notified to appear at said hearing and present to the said Court your objections, if any, to the approval, ratification, and confirmation of said proposed enlargement and extension of the corporate limits and boundaries of the City of Ocean Springs, Mississippi.

GIVEN UNDER MY HAND and official Seal of Office, this the 24th day of January,

2023.



JACKSON COUNTY CHANCERY CLERK

By: Kristy M. Jell

Deputy Clerk

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

FILED

DEC 22 2022

IN THE MATTER OF THE ENLARGING,
EXTENDING, AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI

JOSH ELDRIDGE, CLERK
By James P. Daddell
PLAINTIFF

CITY OF OCEAN SPRINGS, MISSISSIPPI

VS.

CAUSE NO. 22. 2372 DNH

CITY OF GAUTIER, MISSISSIPPI

DEFENDANT

**COMPLAINT IN THE NATURE OF A PETITION FOR THE RATIFICATION,
APPROVAL, AND CONFIRMATION OF AN ORDINANCE ENLARGING,
EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES
OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI**

COMES NOW the City of Ocean Springs, Mississippi ("Ocean Springs"), a municipal corporation organized and existing under and by virtue of the laws of the State of Mississippi, situated in Jackson County, Mississippi, and files this its "Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Ocean Springs, Jackson County, Mississippi," and in support thereof would show unto the Court the following:

1. The Mayor and Board of Aldermen of Ocean Springs, Mississippi, at a regular meeting thereof held on the 6th day of December, 2022, did duly and lawfully ordain, pass and adopt an Ordinance enlarging, extending, and defining the corporate limits and boundaries of the City of Ocean Springs, Mississippi, specifying the improvements to be made in the annexed territory and the municipal or public services to be rendered therein, and for other purposes related thereto, defining with certainty the additional land and territory proposed to be included in the

corporate limits of Ocean Springs, and also defining the entire boundary of the municipality as changed. A certified copy of said ordinance (the "Ordinance") is attached hereto as Exhibit "A" and incorporated fully herein.

2. Attached hereto as Exhibit "B" and incorporated herein by reference is a map and plat of the municipal boundaries of the City of Ocean Springs, Mississippi as they will exist in the event the Ordinance is ratified, approved, and confirmed by this Court and becomes effective.

3. The territory situated in Jackson County, Mississippi, and specifically designated in Section 2 of the Ordinance, is proposed to be in the boundaries of the City of Ocean Springs, Mississippi.

4. Section 3 of said Ordinance defines the limits and boundaries of the City of Ocean Springs, Mississippi as extended and enlarged and fixed by said Ordinance.

5. The Mayor and Board of Aldermen of Ocean Springs have expressly found and determined that the enlargement and extension of the municipal boundaries of Ocean Springs are required by the public convenience and necessity and that said Ordinance is reasonable and should be ratified, approved, and confirmed by the final judgment of this Court.

6. Section 4 of the Ordinance describes, in general terms, the proposed improvements to be made in the annexed territory, the manner and extent of such improvements, and the approximate time within which said improvements are to be made. Section 5 of the Ordinance also contains a statement of the municipal or public services which Ocean Springs proposes to render in such annexed territory.

7. The municipal boundaries of the City of Gautier, Mississippi are within three (3) miles of the territory proposed to be annexed; therefore, said municipality is hereby made a party Defendant hereto pursuant to *Miss. Code Ann.* § 21-1-31.

8. It is in the best interests of Ocean Springs and its citizens and the residents and property owners of the land and territory to be annexed that the same be added to and included in the municipal boundaries of Ocean Springs. Ocean Springs would further show unto the Court that such extension, enlargement, and modification of the limits and boundaries of the City of Ocean Springs, Mississippi are reasonable and are required by the public convenience and necessity and that said Ordinance should be ratified, approved, and confirmed by the decree of this Court.

WHEREFORE, PREMISES CONSIDERED, Ocean Springs prays for the following relief:

- (i) That this Complaint be received and filed by this Court;
- (ii) That this Court fix a date certain for the hearing on this Complaint and that, as provided by law, notice of said hearing be given to all parties interested in, affected by or having objection to the proposed inclusion of said territory within the corporate limits of Ocean Springs, and the enlargement, extension and modification of the boundaries of Ocean Springs as set forth in the Ordinance;
- (iii) That process be served upon the named Defendant, the City of Gautier, Mississippi, requiring that objections, answers, or other pleadings, if any, be presented to this Court at said time, answers under oath being hereby expressly waived;
- (iv) That upon a final hearing of this Complaint, this Court enter its final judgment ratifying, approving, and confirming the proposed extension, enlargement and modification of the corporate limits and boundaries of the City of Ocean Springs, Mississippi as set forth in the Ordinance; and

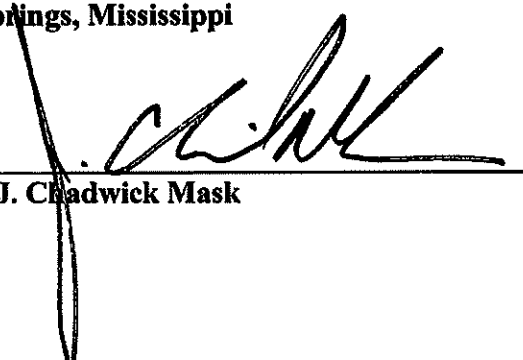
- (v) If Ocean Springs be mistaken in the relief prayed for, then Ocean Springs prays that the Court will grant such other and more general or specific relief as may be just and proper in the premises.

RESPECTFULLY SUBMITTED, THIS the 21st day of December, 2022.

BY: CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: CARROLL WARREN & PARKER PLLC
Special Counsel for the City of Ocean
Springs, Mississippi

BY:



J. Chadwick Mask

OF COUNSEL:

J. Chadwick Mask, MSB #10621
Jacob Stutzman, MSB #101940
CARROLL WARREN & PARKER PLLC
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Robert W. Wilkinson
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734 Delmas Ave (39567)
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Pascagoula, MS 39568-1618
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EXHIBIT “A”

ORDINANCE 2022-18

AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO.

BE IT ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI:

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Ocean Springs, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Jackson County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Ocean Springs, Mississippi, is situated in Jackson County, Mississippi, and is more particularly described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
PROPOSED ANNEXATION AREA

Area 1

Commencing at a point at the intersection of the centerline of Mississippi Highway 57 and the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said intersection also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as describe in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi and said intersection also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement In the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi. said point being the POINT OF BEGINNING;

thence, leaving said existing Corporate Limits of the City of Gautier, run Westerly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point at the intersection of the East line of Section 22, Township 7 South, Range 8 West and the centerline of Old Fort Bayou;

thence, leaying said Existing Corporate Limits of the City of Ocean Springs, run Northeasterly and Northerly along the centerline of Old Fort Bayou to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;

thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on said Existing Corporate Limits of the City of Gautier, Mississippi;

thence run Southerly along the centerline of Mississippi Highway 57 to a point at its intersection with the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said point being on said Existing Corporate Limits of the City of Ocean Springs, Mississippi and also being the POINT OF BEGINNING.

Area 2

Commencing at a point at the intersection of the South right-of-way of Old Spanish Trail and the West right-of-way of North 6th Street, said point also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as described in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi, said point being the POINT OF BEGINNING;

thence run Southeasterly and Easterly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point on the centerline of Old Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving the Existing Corporate Limits of the City of Ocean Springs and continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;

thence, continuing along said Corporate Limits of the City of Gautier, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land;

thence run Southerly along the East line of said parcel of land to a point on the Southeast corner of said parcel of land, said point also being on the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the East corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right of Fontainebleau Road and the Westerly extensions thereof to a point on the Northern most Northeast corner of a parcel of land described as "Parcel 2" in Deed Book 2070, Page 894 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly to a point on the Southeast corner of a parcel of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to a point on the Southwest corner of said parcel of land;

thence run Northerly along the West line of said parcel of land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;

thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;

thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point at its intersection with the South right-of-way of Old Spanish Trail, said point being on said Existing Corporate Limits of the City of Ocean Springs and also being the POINT OF BEGINNING.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Ocean Springs, Mississippi, shall be and are described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
RESULTANT ENLARGED CITY

The City of Ocean Springs located in Jackson County, Mississippi, more particularly described as follows:

BEGINNING at a point at the intersection of the centerline of Old Fort Bayou and East line of Section 22, Township 7 South, Range 8 West, Jackson County, Mississippi;

Thence follow the meanderings of the centerline of Old Fort Bayou, in a general Northeasterly and Northerly direction to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;

thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;;

thence, continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Mississippi Highway 57 through the intersection with U.S. Highway 90 and continue Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;

thence, continuing along said Corporate Limits of the City of Gautier, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel

of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land;

thence run Southerly along the East line of said parcel of land to a point on the Southeast corner of said parcel of land, said point also being on the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the East corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right of Fontainebleau Road and the Westerly extensions thereof to a point on the

Northern most Northeast corner of a parcel of land described as "Parcel 2" in Deed Book 2070, Page 894 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly to a point on the Southeast corner of a parcel of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to a point on the Southwest corner of said parcel of land;

thence run Northerly along the West line of said parcel of land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;

thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;

thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point on its intersection with the South right-of-way of Old Spanish Trail;

Thence run Northwesterly along the South right-of-way line of said Old Spanish Trail to the point of intersection with the centerline of Davis Bayou;

Thence follow the existing city limits of the City of Ocean Springs along the meanderings of the said centerline of Davis Bayou, in a general Southwesterly direction, to a point where the said centerline of Davis Bayou crosses the common boundary line of Section 34, said Township 7 South, Range 8 West, and Section 3, Township 8 South, Range 8 West;

Thence continue following the said meanderings of the centerline of Davis Bayou, in a general Southwesterly direction for 2,500 feet, more or less;

Thence turn to the right to a general Northwesterly direction, continuing to follow the said meanderings of the centerline of Davis Bayou to the Southeast corner of Section 33, Township 7 South, Range 8 West, said corner being situated in the approximate center of said Davis Bayou, and which is also common to the section corners of said Section 34, Township 7 South, Range 8 West, said Section 3, Township 8 South, Range 8 West, and Section 4, said Township 8 South, Range 8 West;

Thence run West across said Davis Bayou a distance of one mile to the Southeast corner of Section 32, said Township 7 South, Range 8 West;

Thence run West a distance of one mile to the Southwest corner of said Section 32, said corner being situated in the waters of Biloxi Bay;

Thence run West a distance of 3,100 feet, more or less, to a point in the Jackson County boundary line, said point being situated in the middle of said Biloxi Bay, said point also being situated Northwest of said Biloxi Bay's entrance at the East end of Deer Island, as per description of said Jackson County boundary line, Mississippi Code Book, 1972, Volume 5, Section 19-1-59, said point also situated in the common boundary line of said Township 7 South and said Township 8 South, said Range 8 West;

Thence run in a general Northwesterly direction along the said Jackson County boundary line, crossing the common boundary line of said Range 8 West and Range 9 West, a

distance of 15,600 feet, more or less, to a point in the said Jackson County boundary line, situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 24 minutes 54 seconds North and longitude 88 degrees 51 minutes 33 seconds West, said point also being situated in the Back Bay of Biloxi;

Thence run North a distance of 3,900 feet, more or less, to a point in the middle of the mouth of said Old Fort Bayou, said point being situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 25 minutes 38 seconds North and longitude 88 degrees 51 minutes 33 seconds West;

Thence follow the meanderings of the centerline of said Old Fort Bayou in a general Easterly direction to a point at its intersection with the East line of Section 22, Township 7 South, Range 8 West, said point being the POINT OF BEGINNING;

Said described lands being situated either entirely or partially in Sections 14, 24 and 25, Township 7 South, Range 9 West; Sections 13, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 Township 7 South, Range 8 West; Sections 7, 18, 19, 30, 31 and 32, Township 7 South, Range 7 West; Section 6, Township 8 South, Range 7 West; Section 1 and 2, Township 8 South, Range 8 West; and a portion of the waters of Back Bay of Biloxi, Biloxi Bay, Old Fort Bayou and Davis Bayou; all being situated in the Southwest portion of Jackson County, Mississippi.

SECTION 4. The City of Ocean Springs, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage collection and transmission lines, and street lighting, where necessary and economically feasible and legally permissible; and
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 5. The City of Ocean Springs, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;

- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;
- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Ocean Springs, Mississippi.

SECTION 6. The City of Ocean Springs, Mississippi shall undertake the following re-districting, planning and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Ocean Springs will prepare and the Aldermen will adopt a Redistricting Plan for the Board of Aldermen so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;

- (b) The City of Ocean Springs shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the Board of Aldermen shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Ocean Springs shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the Board of Aldermen shall occur after proper notice and public hearing(s).

SECTION 7. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Jackson County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Ocean Springs, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 8. The City of Ocean Springs, Mississippi, through its City Attorney Robert W. Wilkinson and Special Counsel J. Chadwick Mask, shall file a petition in the Chancery Court of Jackson County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Ocean Springs, Mississippi, as herein fixed and determined. The petition shall have attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Ocean Springs, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Ocean Springs, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Jackson County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

.....

There came on for consideration AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO; having been introduced and considered (no member of the governing authority having requested a reading of the ordinance) on December 6, 2022, at a regular meeting of the Ocean Springs Board of Aldermen and upon motion by Alderman Impey and seconded by Alderman Papania in favor of approving said Ordinance, the Ordinance was approved by the following vote:

Alderman Cox voted:	<u>Aye</u>
Alderman Burgess voted:	<u>Aye</u>
Alderman Authement voted:	<u>Aye</u>
Alderman Wade voted:	<u>Aye</u>
Alderman Papania voted:	<u>Aye</u>
Alderman Blackman voted:	<u>Aye</u>
Alderman Impey voted:	<u>Aye</u>

The Mayor then declared the Ordinance adopted on this the 6th day of December, 2022.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: 
Kenny Holloway, Mayor

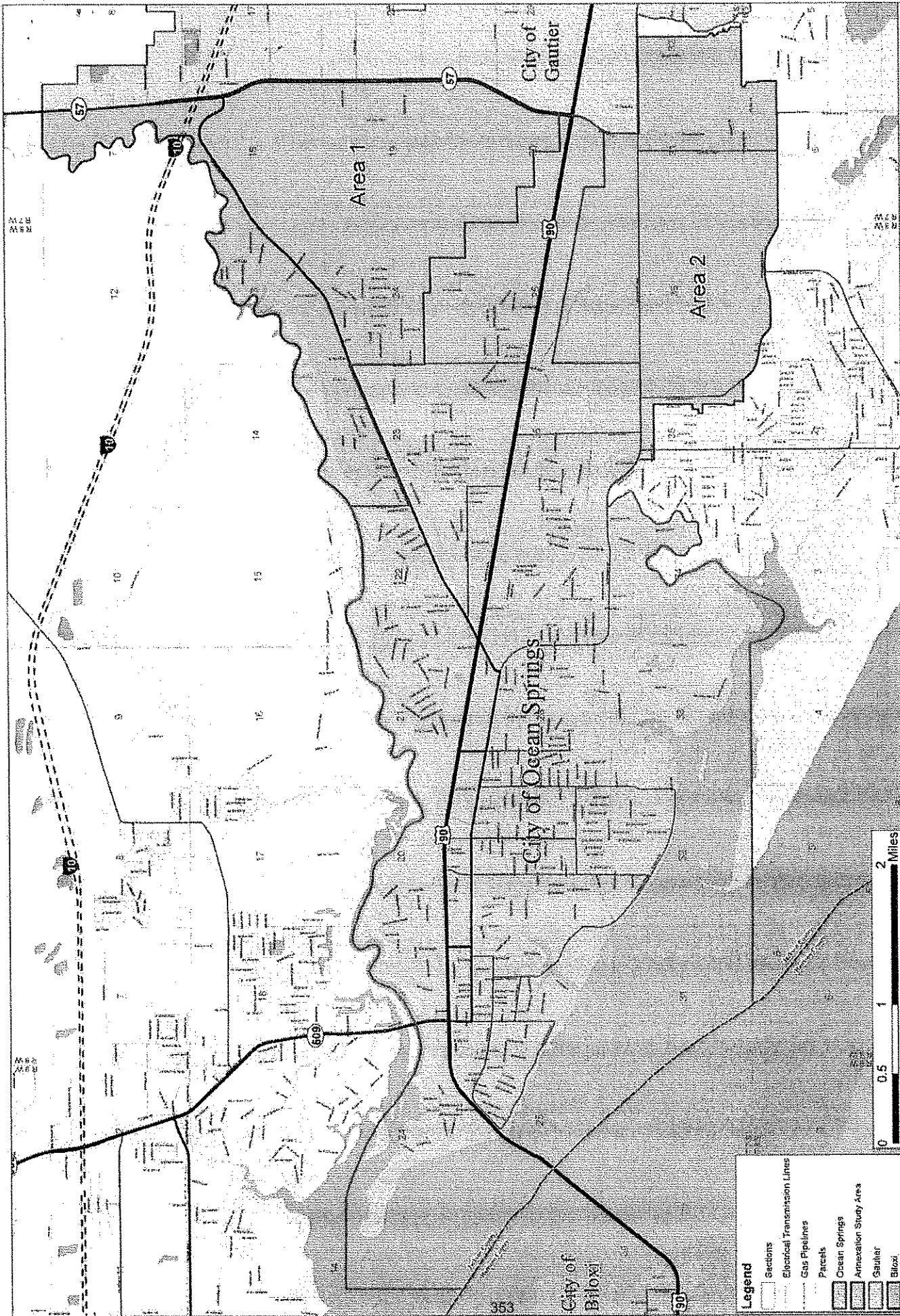
ATTEST:

WITNESS my signature and official seal of this office on this, the 7th day of December, 2022.




Patty Gaston, Ocean Springs City Clerk

EXHIBIT “B”



Base Map (Resultant Enlarged) **Proposed Annexation Areas** **City of Ocean Springs, Mississippi**

Source(s):
 Jackson County Road Centerline, Mississippi
 Addressed Resource Information System
 (ARIS), US Census Bureau Tiger Line Files
 Note: This map is accurate for planning purposes only
 Date: June 6, 2022
 Revised: November 30, 2022

SLAUGHTER & ASSOCIATES
 PLANNING & ENGINEERING
 10101 N. 10th Ave.
 Suite 100
 Phoenix, AZ 85021
 602.944.8870

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

FILED

JAN 18 2023

**N THE MATTER OF THE ENLARGING,
EXTENDING, AND DEFINING THE CORPORATE
LIMITS AND BOUNDARIES OF THE CITY
OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI**

JOSH ELDRIDGE, CLERK

By *Sherron Phiddell*

CITY OF OCEAN SPRINGS, MISSISSIPPI

PLAINTIFF

VS.

CAUSE NO. 22-2372-DNH

CITY OF GAUTIER, MISSISSIPPI

DEFENDANT

**NOTICE OF HEARING ON COMPLAINT IN THE NATURE OF
A PETITION FOR THE RATIFICATION, APPROVAL, AND
CONFIRMATION OF AN ORDINANCE ENLARGING, EXTENDING,
AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES
OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI**

NOTICE IS HEREBY GIVEN that a Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Ocean Springs, Jackson County, Mississippi, has been filed in Cause No. 22-2372-DNH pursuant to an Ordinance having been duly and legally adopted by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi, on December 6, 2022, which Ordinance is in the following words and figures, to wit:

ORDINANCE 2022-18

**AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE
CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF OCEAN
SPRINGS, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE
IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND
THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN;
AND FOR OTHER PURPOSES RELATED THERETO.**

**BE IT ORDAINED BY THE MAYOR AND ALDERMEN OF THE CITY OF OCEAN
SPRINGS, MISSISSIPPI:**

SECTION 1. It is hereby found and determined that the public convenience and necessity require that the corporate boundaries of the City of Ocean Springs, Mississippi, be and the same are hereby extended and enlarged so as to embrace the adjacent and unincorporated land and territory in Jackson County, Mississippi hereinafter described.

SECTION 2. The unincorporated land and territory which is added to and included in the corporate limits of the City of Ocean Springs, Mississippi, is situated in Jackson County, Mississippi, and is more particularly described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
PROPOSED ANNEXATION AREA

Area 1

Commencing at a point at the intersection of the centerline of Mississippi Highway 57 and the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said intersection also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as describe in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi and said intersection also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement In the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi, said point being the POINT OF BEGINNING;

thence, leaving said existing Corporate Limits of the City of Gautier, run Westerly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point at the intersection of the East line of Section 22, Township 7 South, Range 8 West and the centerline of Old Fort Bayou;

thence, leaving said Existing Corporate Limits of the City of Ocean Springs, run Northeasterly and Northerly along the centerline of Old Fort Bayou to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;

thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on said Existing Corporate Limits of the City of Gautier, Mississippi;

thence run Southerly along the centerline of Mississippi Highway 57 to a point at its intersection with the North line of the South half of the South half of the North half of the Southeast Quarter of Section 30, Township 7 South, Range 7 West, said point being on said Existing Corporate Limits of the City of Ocean Springs, Mississippi and also being the POINT OF BEGINNING.

Area 2

Commencing at a point at the intersection of the South right-of-way of Old Spanish Trail and the West right-of-way of North 6th Street, said point also being on the Existing Corporate Limits of the City of Ocean Springs, Mississippi, as described in the Judgement Approving, Ratifying and Confirming the Enlargement and Extension of the Boundaries of the City of Ocean Springs, Jackson County, Mississippi (Civil Action No.: 60-529), as recorded on December 6, 1993 in the Office of the Chancery Clerk of Jackson County, Mississippi, said point being the POINT OF BEGINNING;

thence run Southeasterly and Easterly and continue along said Existing Corporate Limits of the City of Ocean Springs to a point on the centerline of Old Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving the Existing Corporate Limits of the City of Ocean Springs and continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;

thence, continuing along said Corporate Limits of the City of Gautier, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land;

thence run Southerly along the East line of said parcel of land to a point on the Southeast corner of said parcel of land, said point also being on the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the East corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right of Fontainebleau Road and the Westerly extensions thereof to a point on the Northern most Northeast corner of a parcel of land described as "Parcel 2" in Deed Book 2070, Page 894 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly to a point on the Southeast corner of a parcel of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to a point on the Southwest corner of said parcel of land;

thence run Northerly along the West line of said parcel of land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;

thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;

thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point at its intersection with the South right-of-way of Old Spanish Trail, said point being on said Existing Corporate Limits of the City of Ocean Springs and also being the POINT OF BEGINNING.

SECTION 3. After the addition of the lands and territory described in Section 2 hereof, the corporate limits and boundaries of the City of Ocean Springs, Mississippi, shall be and are described as follows:

CITY OF OCEAN SPRINGS, MISSISSIPPI
RESULTANT ENLARGED CITY

The City of Ocean Springs located in Jackson County, Mississippi, more particularly described as follows:

BEGINNING at a point at the intersection of the centerline of Old Fort Bayou and East line of Section 22, Township 7 South, Range 8 West, Jackson County, Mississippi;

Thence follow the meanderings of the centerline of Old Fort Bayou, in a general Northeasterly and Northerly direction to a point at its intersection with the North line of Section 7, Township 7 South, Range 7 West;

thence run Easterly along the North line of said Section 7 to a point at its intersection with the centerline Mississippi Highway 57, said point also being on the Existing Corporate Limits of the City of Gautier, Mississippi, as describe in the Judgement in the Matter of the Extension of the Boundaries of the City of Gautier, Mississippi (No.: 99-2208), as recorded on June 12, 2000 in the Office of the Chancery Clerk of Jackson County, Mississippi;;

thence, continuing along said Corporate Limits of the City of Gautier, run Southerly along the centerline of Mississippi Highway 57 through the intersection with U.S. Highway 90 and continue Southerly along the centerline of Old Highway 57 to a point at its intersection with the Westerly extension of the South right-of-way of Old Spanish Trail;

thence, continuing along said Corporate Limits of the City of Gautier, run Easterly on the Westerly extension of the South right-of-way of Old Spanish Trail and continue along the South right-of-way of Old Spanish Trail to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 184 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence, leaving said Existing Corporate Limits of the City of Gautier, run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1175 Page 178 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northwest corner of a parcel of land described in Deed Book 1633 Page 275 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the North line of a parcel of land described in Deed Book 1304 Page 151 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Easterly along the North line of said parcel of land to a point on the Northeast corner of said parcel of land;

thence run Southerly along the East line of said parcel of land to a point on the Southeast corner of said parcel of land, said point also being on the South line of Section 32, Township 7 South, Range 7 West;

thence run Westerly along the South line of said Section 32 and continue along the South line of Section 31, Township 7 South, Range 7 West to a point on the Northwest corner of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land a point on the North corner of a parcel of land described in Deed Book 1862 Page 450 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southwesterly along the Northwest line of said parcel of land to a point on the East corner of said parcel of land;

thence run Southeasterly along the Southwest line of said parcel of land to a point on the Southern most Southeast corner of said parcel of land, said point also being on the West line of a parcel of land described in Deed Book 1835 Page 540 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the West line of said parcel of land to a point on the Northeast corner of Lot 10 of Palmetto Pointe Phase 3 Subdivision as recorded in Plat Book 24 Page 61 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Southerly along the East line of said Lot 10 of Palmetto Pointe Phase 3 Subdivision and the Southerly extension thereof, crossing Palmetto Pointe Drive, to a point at its intersection with the South right-of-way of Palmetto Pointe Drive;

thence run Easterly along the South right-of-way of said Palmetto Pointe Drive to a point at its intersection with the East line of Section 6, Township 8 South, Range 7 West;

thence run Southerly along the East line of said Section 6 to a point on the Southeast corner of a parcel of land described in Deed Book 1565 Page 479 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to its intersection with the East right-of-way of Greyhound Way;

thence run Southerly along the East right-of-way of Greyhound Way and continue along the East right-of-way of Belle Fontaine Road to its intersection with the Easterly extension of the South right-of-way of Fontainebleau Road;

thence run Westerly along Easterly extension of the South right-of-way of Fontainebleau Road, crossing Belle Fontaine Road, and continue along the South right of Fontainebleau Road and the Westerly extensions thereof to a point on the Northern most Northeast corner of a parcel of land described as "Parcel 2" in Deed Book 2070, Page 894 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly to a point on the Southeast corner of a parcel of land described in Deed Book 1685 Page 617 in the Office of the Chancery Clerk of Jackson County, Mississippi;

thence run Westerly along the South line of said parcel of land to a point on the Southwest corner of said parcel of land;

thence run Northerly along the West line of said parcel of land to a point at its intersection with the Easterly extension of the South right-of-way of Palmetto Drive;

thence run Westerly along the Easterly extension of the South right-of-way of Palmetto Drive and continue along the said South right-of-way and the Westerly extension thereof to a point at its intersection with the West right-of-way of North 6th Street;

thence run Northerly along the Northerly extension of the West right-of-way of North 6th Street and continue along the West right-of-way of North 6th Street and the Northerly extension thereof to a point on its intersection with the South right-of-way of Old Spanish Trail;

Thence run Northwesterly along the South right-of-way line of said Old Spanish Trail to the point of intersection with the centerline of Davis Bayou;

Thence follow the existing city limits of the City of Ocean Springs along the meanderings of the said centerline of Davis Bayou, in a general Southwesterly direction, to a point where the said

centerline of Davis Bayou crosses the common boundary line of Section 34, said Township 7 South, Range 8 West, and Section 3, Township 8 South, Range 8 West;

Thence continue following the said meanderings of the centerline of Davis Bayou, in a general Southwesterly direction for 2,500 feet, more or less;

Thence turn to the right to a general Northwesterly direction, continuing to follow the said meanderings of the centerline of Davis Bayou to the Southeast corner of Section 33, Township 7 South, Range 8 West, said corner being situated in the approximate center of said Davis Bayou, and which is also common to the section corners of said Section 34, Township 7 South, Range 8 West, said Section 3, Township 8 South, Range 8 West, and Section 4, said Township 8 South, Range 8 West;

Thence run West across said Davis Bayou a distance of one mile to the Southeast corner of Section 32, said Township 7 South, Range 8 West;

Thence run West a distance of one mile to the Southwest corner of said Section 32, said corner being situated in the waters of Biloxi Bay;

Thence run West a distance of 3,100 feet, more or less, to a point in the Jackson County boundary line, said point being situated in the middle of said Biloxi Bay, said point also being situated Northwest of said Biloxi Bay's entrance at the East end of Deer Island, as per description of said Jackson County boundary line, Mississippi Code Book, 1972, Volume 5, Section 19-1-59, said point also situated in the common boundary line of said Township 7 South and said Township 8 South, said Range 8 West;

Thence run in a general Northwesterly direction along the said Jackson County boundary line, crossing the common boundary line of said Range 8 West and Range 9 West, a distance of 15,600 feet, more or less, to a point in the said Jackson County boundary line, situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 24 minutes 54 seconds North and longitude 88 degrees 51 minutes 33 seconds West, said point also being situated in the Back Bay of Biloxi;

Thence run North a distance of 3,900 feet, more or less, to a point in the middle of the mouth of said Old Fort Bayou, said point being situated in said Township 7 South, said Range 9 West, at approximate latitude 30 degrees 25 minutes 38 seconds North and longitude 88 degrees 51 minutes 33 seconds West;

Thence follow the meanderings of the centerline of said Old Fort Bayou in a general Easterly direction to a point at its intersection with the East line of Section 22, Township 7 South, Range 8 West, said point being the POINT OF BEGINNING;

Said described lands being situated either entirely or partially in Sections 14, 24 and 25, Township 7 South, Range 9 West; Sections 13, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36 Township 7 South, Range 8 West; Sections 7, 18, 19, 30, 31 and 32, Township 7 South, Range 7 West; Section 6, Township 8 South, Range 7 West; Section 1 and 2, Township 8 South, Range 8 West; and a portion of the waters of Back Bay of Biloxi, Biloxi Bay, Old Fort Bayou and Davis Bayou; all being situated in the Southwest portion of Jackson County, Mississippi.

SECTION 4. The City of Ocean Springs, Mississippi shall make the following improvements in said annexed territory to be completed within a reasonable time, not to exceed five (5) years from the effective date of the Ordinance, unless delayed by war or military preparedness:

- (a) Improve existing streets and drainage where necessary and economically feasible and legally permissible;
- (b) Install water lines, water service, sewage collection and transmission lines, and street lighting, where necessary and economically feasible and legally permissible; and
- (c) Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

SECTION 5. The City of Ocean Springs, Mississippi shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens of the municipality, such services to begin on the effective date of this Ordinance, to wit:

- (a) police protection;
- (b) municipal court services;
- (c) animal control services;
- (d) first response fire protection and fire prevention services;
- (e) emergency medical services;
- (f) emergency preparedness and civil defense services;
- (g) engineering services;
- (h) maintenance of streets and related structures;
- (i) right of way maintenance services;
- (j) traffic systems maintenance services;
- (k) street lighting;
- (l) administration of sanitation service;
- (m) access to the City's cultural facilities, services and programs;
- (n) access to the City's parks and recreation facilities and programs;
- (o) water and sewer utility services at in-city rates for those who are customers of the City utility services;

- (p) municipal planning and zoning services;
- (q) municipal code enforcement and building inspection services;
- (r) the right to fully participate in the affairs of the municipality through direct involvement and the right to exercise the ballot (vote) in municipal elections upon registering and meeting all statutory and constitutional requirements; and
- (s) the use and benefit of all other municipal services and facilities furnished to all present citizens of the City of Ocean Springs, Mississippi.

SECTION 6. The City of Ocean Springs, Mississippi shall undertake the following re-districting, planning and zoning activities following the effective date of the Ordinance, to wit:

- (a) Within six (6) months of the effective date of this Ordinance, the City of Ocean Springs will prepare and the Aldermen will adopt a Redistricting Plan for the Board of Aldermen so as to include all territory and persons annexed into the City. The Redistricting Plan shall conform with the Voting Rights Act of 1965, as amended. This Redistricting Plan will provide for proportional representation of all persons annexed and will in all other ways conform with applicable Federal regulations;
- (b) The City of Ocean Springs shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed into the municipality and the Board of Aldermen shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendment of the Comprehensive Plan; and
- (c) Following modification of the Comprehensive Plan to include territories annexed, the City of Ocean Springs shall prepare and adopt revisions to the Official Zoning Map and such Zoning Ordinance text amendments, as are warranted and necessary. All territory annexed shall be included on the City's Official Zoning Map. Adoption of Zoning Ordinance text amendments, Zoning Map amendments, and Comprehensive Plan amendments by the Board of Aldermen shall occur after proper notice and public hearing(s).

SECTION 7. This Ordinance shall become effective ten (10) days after the date of the entry of decree of the Chancery Court of Jackson County, Mississippi, approving, ratifying and confirming the enlargement and extension of the municipal boundaries of the City of Ocean Springs, Mississippi as established by this Ordinance and the final judgment of the said Chancery Court or, in the event an appeal is taken therefrom, within ten (10) days from the final determination of such appeal. All other prior ordinances or enactments in conflict with this Ordinance are hereby repealed.

SECTION 8. The City of Ocean Springs, Mississippi, through its City Attorney Robert W. Wilkinson and Special Counsel J. Chadwick Mask, shall file a petition in the Chancery Court of Jackson County, Mississippi, which petition shall pray for the approval, ratification and confirmation by said Court of the enlargement and extension of the municipal boundaries and limits of the City of Ocean Springs, Mississippi, as herein fixed and determined. The petition shall have

attached thereto a certified copy of this Ordinance and a plat showing the boundaries of the said City of Ocean Springs, Mississippi, as they will exist in the event such enlargement and extension becomes effective pursuant to this Ordinance; and that the attorneys for the City of Ocean Springs, Mississippi, and the governing authorities are hereby authorized to file such other pleadings in the Chancery Court of Jackson County, Mississippi, and take all other necessary steps such that the expansion of the municipal boundaries authorized hereby be ratified, approved and confirmed according to the laws of the State of Mississippi.

.....

There came on for consideration AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF OCEAN SPRINGS, JACKSON COUNTY, MISSISSIPPI; SPECIFYING THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND THE MUNICIPAL OR PUBLIC SERVICES TO BE RENDERED THEREIN; AND FOR OTHER PURPOSES RELATED THERETO; having been introduced and considered (no member of the governing authority having requested a reading of the ordinance) on December 6, 2022, at a regular meeting of the Ocean Springs Board of Aldermen and upon motion by Alderman Impey and seconded by Alderman Papania in favor of approving said Ordinance, the Ordinance was approved by the following vote:

Alderman Cox voted:	<u>Aye</u>
Alderman Burgess voted:	<u>Aye</u>
Alderman Authement voted:	<u>Aye</u>
Alderman Wade voted:	<u>Aye</u>
Alderman Papania voted:	<u>Aye</u>
Alderman Blackman voted:	<u>Aye</u>
Alderman Impey voted:	<u>Aye</u>

The Mayor then declared the Ordinance adopted on this the 6th day of December, 2022.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: /s/ Kenny Holloway
Kenny Holloway, Mayor

ATTEST:

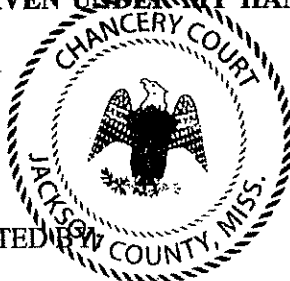
WITNESS my signature and official seal of this office on this, the 7th day of December, 2022.

(CITY SEAL)

/s/ Patty Gaston
Patty Gaston, Ocean Springs City Clerk

FURTHER NOTICE IS HEREBY GIVEN that the Chancery Court of Jackson County, Mississippi has set this cause for hearing at **9:00 a.m. on the 13th day of April, 2023**. The hearing shall take place at the Jackson County Chancery Courthouse in Pascagoula, Mississippi, located at 3104 Magnolia Street, Pascagoula, Mississippi 39567, at which time all parties interested in, affected by, having objections to or being aggrieved by said proposed enlargement and extension of the municipal boundaries of the City of Ocean Springs, Mississippi, as proposed in said Ordinance, are hereby notified to appear at said hearing and present to the Court their objections and protests, if any, to the ratification, approval, and confirmation of said Ordinance enlarging, extending, and defining the corporate limits and boundaries of the City of Ocean Springs, Mississippi.

GIVEN UNDER MY HAND and official Seal of Office this, the 18th day of January, 2023.



JOSH ELDRIDGE, CHANCERY CLERK

By Josh Eldridge D.C.

CHANCERY CLERK, JACKSON COUNTY, MS

SUBMITTED BY

J. Chadwick Mask, MSB #10621
Jacob Stutzman, MSB #101940
CARROLL WARREN & PARKER PLLC
188 E. Capitol Street, Suite 1200 (39201)
Post Office Box 1005
Jackson, MS 39215-1005
Telephone: (601) 592-1010
Facsimile: (601) 592-6060
cmask@cwplaw.com
jstutzman@cwplaw.com

Robert W. Wilkinson
Wilkinson, Williams, Bosio & Sessoms, PLLC
734 Delmas Ave (39567)
Post Office Box 1618
Pascagoula, MS 39568-1618
rwilkinson@wwbslaw.com



January 17, 2023

Via FedEx

Mr. Josh Eldridge
Jackson County Chancery Clerk
699 Convent Avenue
Pascagoula, Mississippi 39567

Re: *In the Matter of the Enlarging, Extending and Defining the Corporate Limits and Boundaries of the City of Ocean Springs, Jackson County, Mississippi; In the Chancery Court of Jackson County, Mississippi; Cause No. 22-2372-DNH*

Dear Mr. Eldridge:

Enclosed for issuing in the above-referenced matter, please find two (2) copies of a Notice of Hearing on Complaint in the Nature of a Petition for the Ratification, Approval, and Confirmation of an Ordinance Enlarging, Extending, and Defining the Corporate Limits and Boundaries of the City of Ocean Springs, Jackson County, Mississippi.

Please issue the Notice of Hearing and return one (1) copy of the issued Notice in the self-addressed, postage paid envelope which I have enclosed for your convenience.

Please do not hesitate to contact me if you have any questions or require anything further. Thank you for your assistance with this matter.

Sincerely,

CARROLL WARREN & PARKER PLLC

A handwritten signature in black ink, appearing to read "Ashleigh W. Picou".

Ashleigh W. Picou
Assistant to J. Chadwick Mask

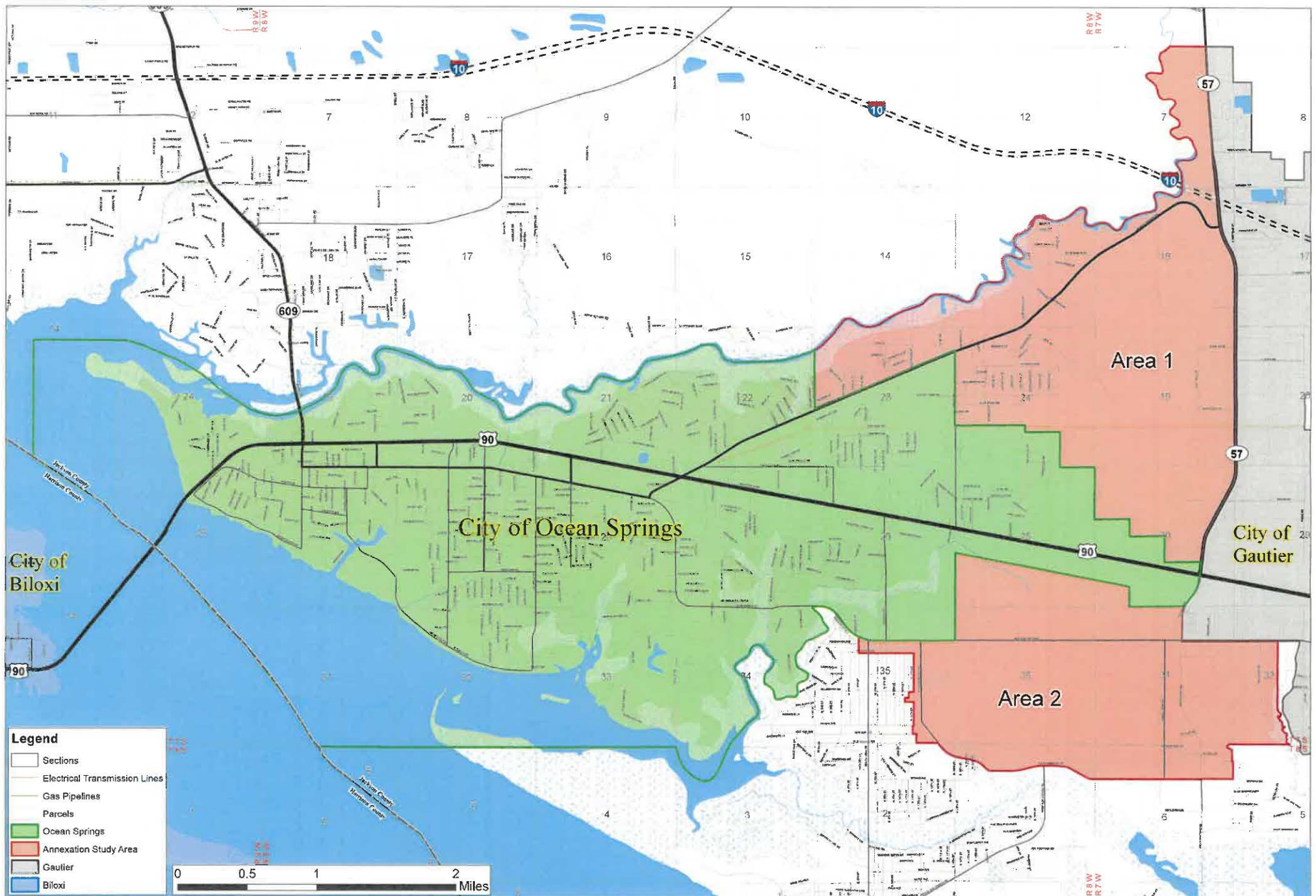
cc: Mayor Kenny Holloway
City Attorney Robert W. Wilkinson

CARROLL WARREN & PARKER PLLC
188 East Capitol Street, Suite 1200
Jackson, Mississippi 39201

Post Office Box 1005
Jackson, Mississippi
39215-1005

Telephone: (601) 592-1010
Facsimile: (601) 592-6060
Web: www.cwplaw.com

Offices:
Jackson
Houston



Councilman Gollott made the motion to recess until April 18, 2023 at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 18, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 18, 2023
Approval of an in-kind services request for an
organizational celebration at Azteca's
Restaurant

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of an in-kind services request for an organizational celebration at Azteca's Restaurant

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, Azteca's Restaurant has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Recreation Department for the use of City barricades for an organizational celebration at Azteca's on May 5, 2023 from 11:00 am until 12:00 am on May 6, 2023;

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. in-kind services are hereby authorized for the Recreation Department to provide and install thirty (30) barricades for the Cinco-de-Mayo Event; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

IT IS THEREFORE ORDERED that the Mayor and Members of the Council of the City of Gautier, Mississippi that the in-kind service request for an organizational celebration at Azteca's Restaurant 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 18, 2023.



2405 Highway 90, Gautier, MS 39950
(228) 474-2100

lmendoza@aztecasrestaurante.com

February 21, 2022

City of Gautier

To Whom It May Concern:

Our annual Cinco de Mayo event is fast approaching, and we would like to formally notify the City of Gautier on our plans to extend the annual event to the parking lot facing Highway 90. Our outdoor idea is to include a stage for live entertainment and a small bar to not only enhance the experience, but to be able to accommodate the increase of customers. A visual aid is attached to further explain what we have in mind.

In order to keep the outdoor extension separate from the other parking areas and to contain customers with alcoholic beverages to within the premises, we plan on barricading the entire area with one entrance. Specifically, we will only have one customer entrance into the entire property, and will contract a policeman to patrol that entrance to ensure customer compliance. The small bar that will be included in the extension will offer margaritas and beer only.

If you have any further inquiries, please contact me by phone or email. Thank you for your support as always!

Sincerely,

Luis Mendoza

A handwritten signature in black ink, appearing to be "Luis Mendoza", is written over the printed name. The signature is stylized and includes a large, sweeping flourish that extends upwards and to the right.



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

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

(Please print or type all information below)

Event Information:

Date of Event May 5th, 2023 Day or Week Friday Starting Time 11:00 AM PM

Ending Time: 12:00 AM PM Proposed Location of the Event: 2405 Hwy 90 (Aztecas)

Describe the type of event to be conducted: - Cinco de Mayo -

Reason for Event, Demonstration or March:

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

(Street)	(Direction Turn)	(Street)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: Aztecas Restaurant & Conchita. Phone: (229) 497-2100

Address: 2405 Highway 90 Gautier MS 39553

Type of Organization: Restaurant Profit: X Non-Profit Federal ID# _____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: _____ Phone (Home): (____) _____

Address: _____ Phone (Work): (____) _____

City: _____ State: _____ Zip Code: _____

Position with Organization: _____

Individual(s) Responsible for keeping order and maintenance:

Name: Luis E. Mendoza Phone (H): (229) 249 3893 (W) (229) 497-2100

Name: _____ Phone (W): (____) _____ (W) (____) _____

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

- | | | |
|--|--|----------------------------------|
| ☒ Security | ☐ Clean up During Event | ☐ Staging |
| ☐ Traffic Direction | ☐ Clean up After Event | ☐ Fencing |
| ☒ Barricades <u>30</u> | ☐ Trash Receptacles/Bag | ☐ Other |
| ☒ Set Up Barricades | | |

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: _____

131

Date: 02/22/23

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

April 18, 2023
Approval of an in-kind services request from
New Missionary Baptist Church to host a Family
Fun Fest

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of an in-kind services request from New Missionary Baptist Church to host a Family Fun Fest

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, New Era Missionary Baptist Church has requested the Mayor and Members of the Council of the City of Gautier, Mississippi to provide in-kind services from the Recreation Department for the use of 8-10 barricades, for the Family Fun Event on Saturday, April 22nd from 8:00am until 5:00pm; and

WHEREAS, the church has requested the use of barricades in order to prevent traffic on Old Spanish Trail (east & west) and Magnolia Tree (north and south) and allow a detour through Guillotte Drive onto Old Spanish Trail; and

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier.

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program.

WHEREAS, the Mayor and Members of the Council have determined that the donation of in-kind services have been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, as follows to-wit:

SECTION 1. in-kind services are hereby authorized for the Recreation Department to provide and install 8-10 barricades; and

IT IS FURTHER ORDERED 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 18, 2023.



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

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

(Please print or type all information below)

Event Information:

Date of Event April 22, 2023 Day or Week Saturday Starting Time 8:00 AM/PM

Ending Time: 5:00 AM/PM Proposed Location of the Event: 715 Highway 90

Describe the type of event to be conducted: Family Fun Fest

Reason for Event, Demonstration or March: Church sponsored event

Fellowship and fun for elementary school age children and family

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

(Street)	(Direction Turn)	(Street)
1. <u>Old Spanish Trail</u>	<u>East & West</u>	
2. <u>Magnolia Tree</u>	<u>North & South</u>	
3. <u>Guillotte Dr</u>		
4. _____		
5. _____		

**ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT.
ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS**

Applicant Information:

Organization:

Name: New Era Missionary Baptist Church Phone: (228) 497 - 9556

Address: 715 Highway 90 Gautier MS 39553

Type of Organization: Religious Profit: ____ Non-Profit Federal ID# 562580783

(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Shelia Coleman Phone (Home): (228) 326 - 2060

Address: 2712 Calle Hermosa St Phone (Work): () -

City: Gautier State: MS Zip Code: 39553 -

Position with Organization: Assistant to the Pastor

Individual(s) Responsible for keeping order and maintenance:

Name: Rev. M. Jerome Blanks Phone (H): (228) 355-0926 (W) () -

Name: Justice Coleman Phone (W): (228) 383-3421 (W) () -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

☐ Security	☐ Clean up During Event	☐ Staging
☒ Traffic Direction	☐ Clean up After Event	☐ Fencing
☒ Barricades	☐ Bag Meters	☐ Other
☒ Set Up Barricades	☐ Trash Receptacles/Bag	

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Shelia Coleman Date: 3/15/2023

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____
Approved: _____ Disapproved: _____
Approval/Disapproval Authority _____
Date: _____

NEW ERA MISSIONARY
BAPTIST CHURCH

SPRING
INTO

FELLOWSHIP

FEST!

SATURDAY & SUNDAY
APRIL 22 & APRIL 23
11AM - 5PM 10:30AM

BOUNCE
HOUSE
GAMES

CHEE
WITH
COTTON
CANDY

FOOD
&
SNOW
CONES
&
More!

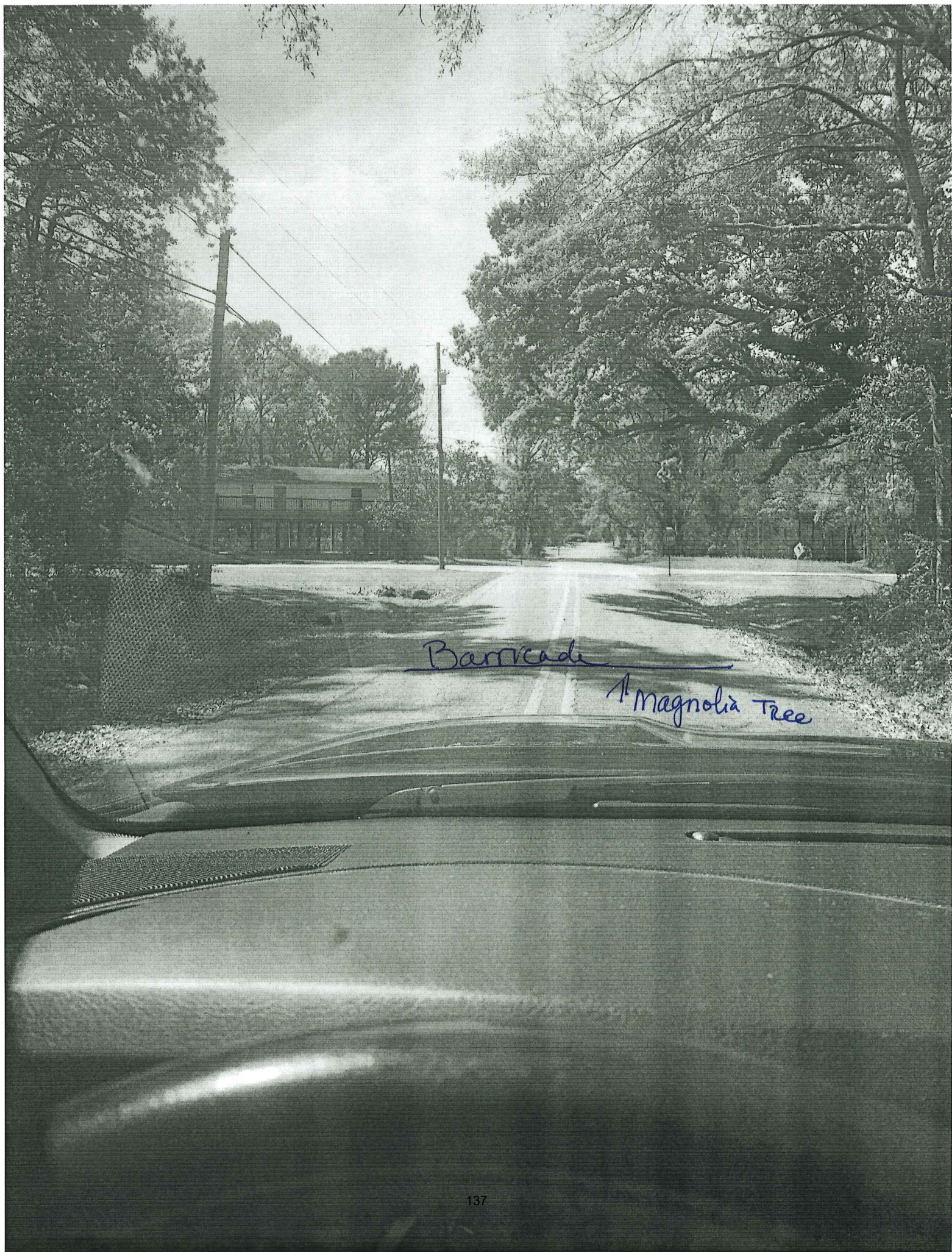
CELEBRATING SATURDAY WITH A FAMILY FUN DAY
& SUNDAY WITH FAMILY WORSHIP!
YOU DON'T WANNA MISS OUT ON THE FUN!!!

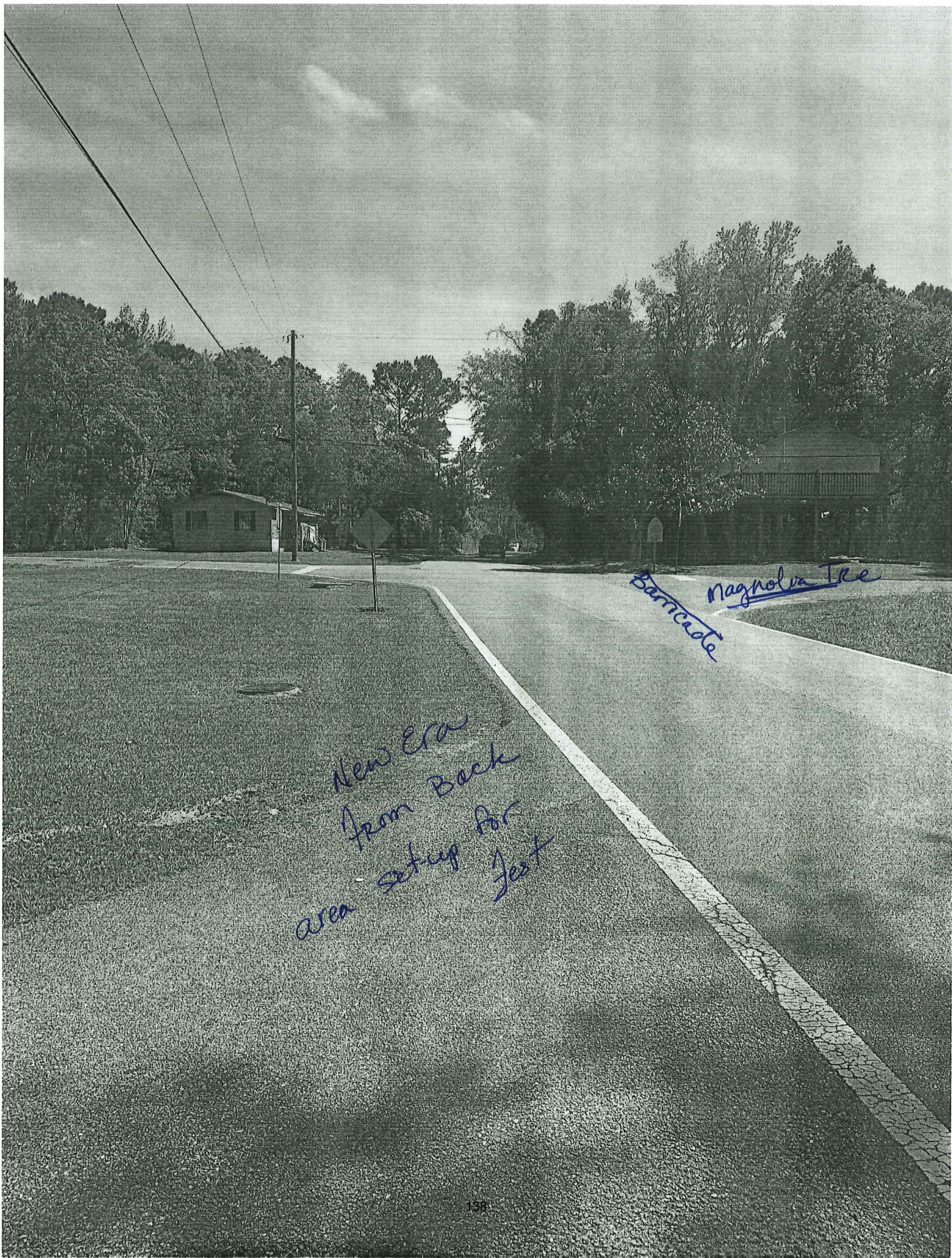
715 HIGHWAY 90 ~ GAUTIER MS 39553

~~Barricade~~

old spanish Tr

Magnolia Tree

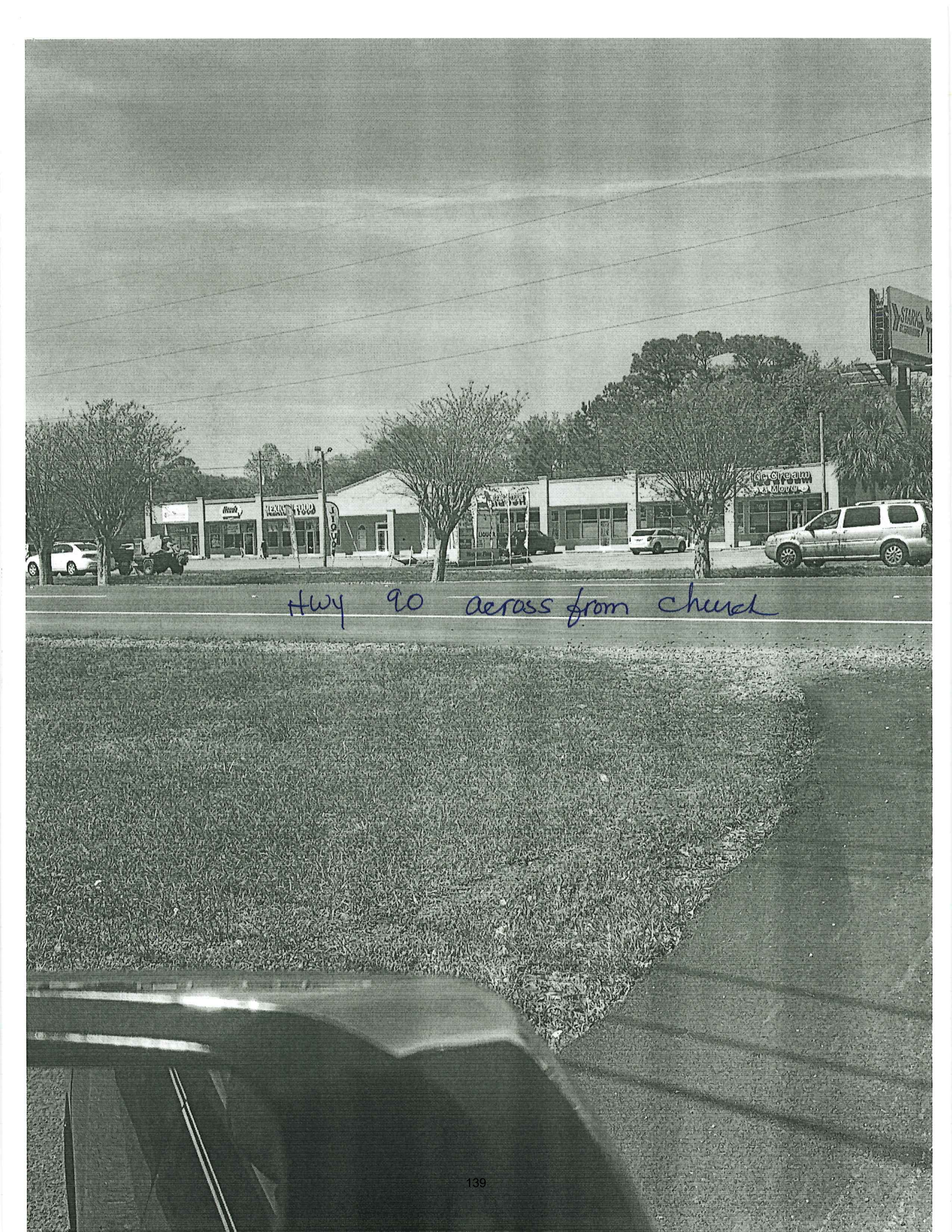




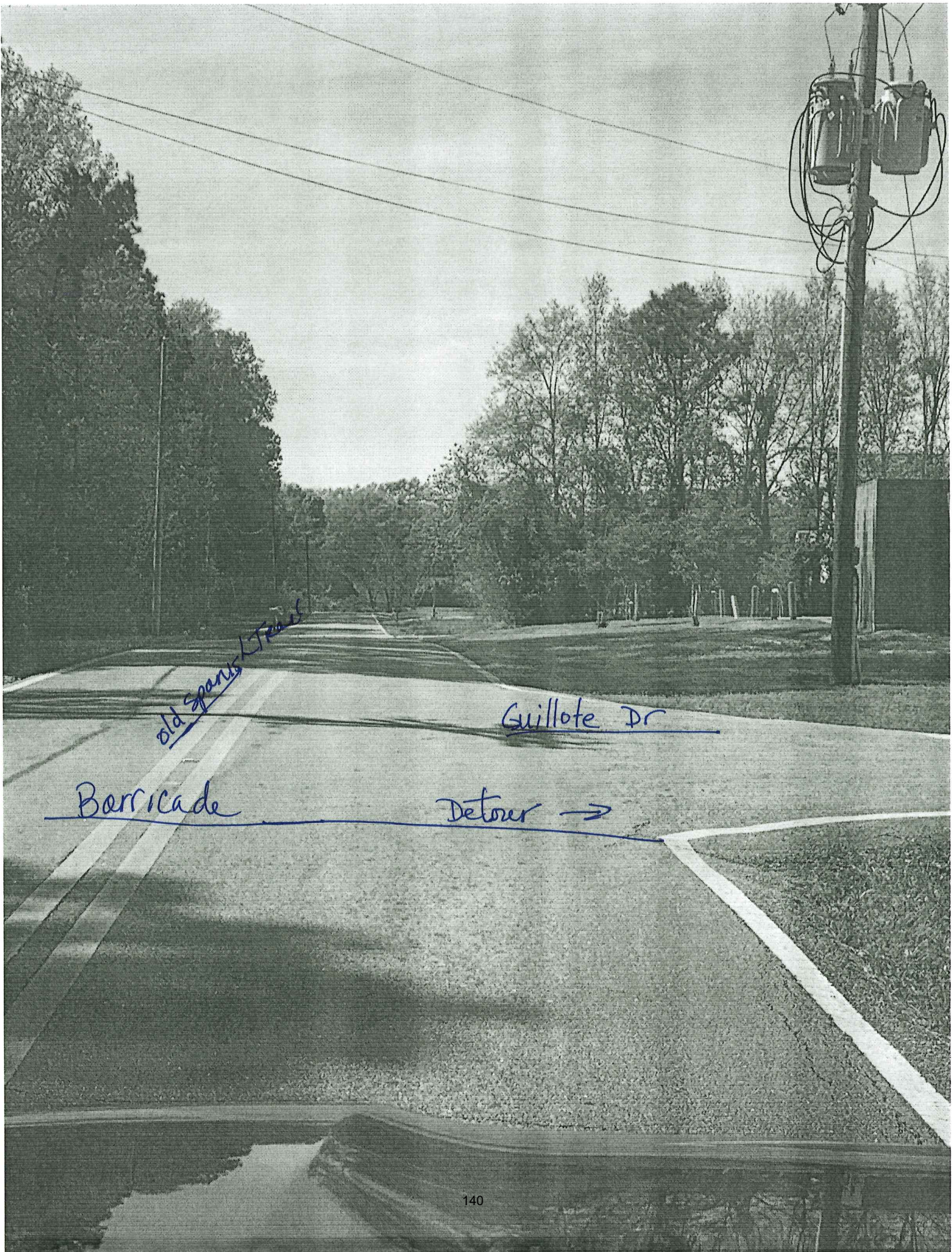
New Era
from Back
area setup for
fest

Barricade

Magnolia Tree



Hwy 90 across from church



old Spanish Trail

Guillote Dr

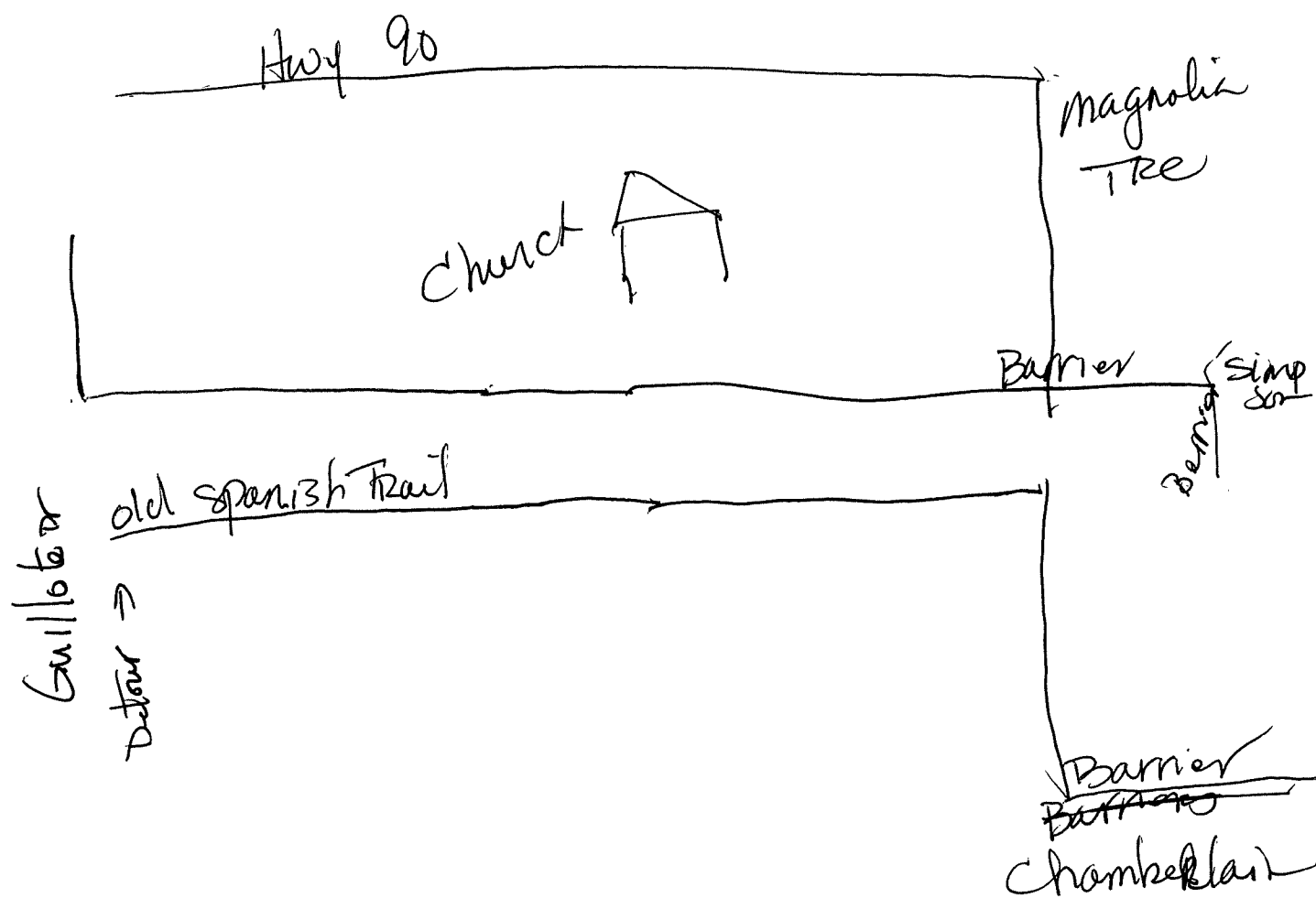
Barricade

Detour ->

Business on
~~Business~~ Magnolia
Tree



ALL GOD'S CHILDREN
Learning Center
613 Magnolia Tree Drive, Gautier, MS 39553
(228) 522-2424



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

Council Meeting:
Title:

April 18, 2023
Approval of a Memorandum of Understanding (MOU) with the Department of Homeland Security and the Gautier Fire Department in order to participate in the Mississippi State Task Forces

Introduced by:
Contact Person/Telephone

Chief Latch 497-8000 ext. 315

Summary Explanation: Approval of a Memorandum of Understanding (MOU) with the Department of Homeland Security and the Gautier Fire Department in order to participate in the Mississippi State Task Forces

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Gautier Fire Department is requesting approval of the Memorandum of Understanding (MOU) with the Department of Homeland Security in order to participate in the Mississippi State Task Forces; and

WHEREAS, the fire department has three (3) members of the Mississippi State Task Force, one of the members being an instructor for Task Force 3; and

WHEREAS, this program is used for training and assistance with state emergencies; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the Department of Homeland Security is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding (MOU) between the Department of Homeland Security and the Gautier Fire Department is hereby approved.

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

Motion 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 18, 2023.

CITY OF GAUTIER

MEMORANDUM

To: Paula Yancey, City Manager

From: Josh Latch, Fire Chief

Date: 04/10/2023

Subject: MSTF Memorandum of Understanding

REQUEST:

The City Council authorization is requested by the Fire Department to approve the attached MOU with the Department of Homeland Security Mississippi State Task Force (MSTF).

BACKGROUND:

The Fire Department has three members on the MSTF. One of the members is an Instructor for Task Force 3. We use this program for training and assistance with state emergencies.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council approve this MOU to continue training and emergency response with the MSTF.

ATTACHMENTS:

Josh Latch
Fire Chief

Office 228-497-1656

Mobile 228-217-4989

Web www.gautier-ms.gov

2502 College Cir. • Gautier, MS 39553



'While we have time, let us do good'

St. Francis of Assisi

MEMORANDUM OF UNDERSTANDING

Between

The Mississippi Office of Homeland Security / Task Force



Your Department Name Here



This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mississippi Office of Homeland Security (MOHS) and the _____ to participate in the Mississippi Task Forces (MTF). This agreement is entered into this ____ day of _____.

1. Background

Following the terror acts of September 11, 2001, the State of Mississippi realized the need to develop local, regional, and statewide capabilities to support large scale incidents. Hurricane Katrina emphasized the need to develop advanced search and rescue teams. Mississippi is not only prone to natural disasters, but the state ranks high on the list for the amount of critical infrastructure that would require multiple teams of search and rescue specialist to be deployed simultaneously to meet the needs of the local jurisdictions for man-made disasters.

2. Purpose

The Purpose of this MOU is to delineate the responsibilities and procedures for the participation in and deployment of the MTF outlined in the various sections of MS Code 33-15.

3. Scope

The provisions of this MOU apply only to Task Force activities performed at the request of the MOHS, provided at the option of the Participating Agency, and in conjunction with, or in preparation of, a declaration from the Governor of Mississippi for a disaster or emergency and upon activation of the Mississippi Task Force (MTF).

4. Definitions

- A. Activation: the process of mobilizing specific Task Forces to deploy to a designated disaster site. If the Task Force responds to such a mobilization request, the Task Force is to arrive with all equipment and personal gear to the predetermined deployment site and be at the disaster site within six hours of the activation notice.
- B. Alert: the process of informing the Task Force that an event has occurred and the Task Force might be activated at some point within a 24 hour time frame.
- C. Incident Commander: the individual in-charge for coordinating relief activities within the disaster site; under normal circumstances this individual will be an emergency manager from the local community responsible for incident activities including the development and implementation of strategic decisions and for approving allocation of resources.
- D. Participating Responder: a credentialed emergency responder on the active Task Force roster providing support to a Task Force under the authority of a Participating Agency.
- E. Participating Agency: an agency that is providing sanctioning authority for their employees to be members of the Mississippi Task Forces.

- F. Task Force: an integrated collection of personnel and equipment meeting standardized capability criteria for addressing the special needs of Urban Search and Rescue operations.
- G. Task Force Leader: an individual responsible for team training, equipment allocation, mobilization, and tactical direction of the Task Force.
- H. Urban Search and Rescue (US&R): specialized tactics, personnel, and equipment suited to the unique lifesaving problems presented in emergency rescue operations.

5. Responsibilities

- A. MOHS shall be responsible for:
 - 1. Coordination between the MTF, sponsoring agencies, MEMA, the State Fire Academy, and other relevant governmental and private parties.
 - 2. Limited funding and technical support for equipment and training.
 - 3. Coordinating the replacement and /or rehabilitation of damaged or destroyed equipment used in the course of the operations of Task Force related activities.
 - 4. Provide training to Task Force members as funding becomes available through FEMA, State, and Local jurisdictions. Training should be continuous with the objectives of enhancing skills as needed to maintain qualifications for particular positions on the Task Force.
- B. The Participating Agency shall be responsible for:
 - 1. Providing participating personnel and equipment for US&R related activities as agreed upon with MOHS and or the Task Force Leadership.
 - 2. Support the recruiting of necessary positions of the MTF to the best of their ability according to the guidelines prescribed in the MTF Manual.
 - 3. Support training of personnel as related to the MTF operations.
 - 4. In the event of any activation of the MTF, the participating agency will retain the responsibility for salaries and medical coverage for participating members employed by said agency.
 - 5. Participating Agency will provide worker compensation benefits to participating members employed by said Agency during any training and/or activates approved the MOHS.
 - 6. Ensuring all equipment that was purchased with MOHS funds have proper storage, service, and is in a state of readiness for deployment.

6. Procedures

A. Activation

1. Upon request from the Governor of Mississippi for disaster assistance, and/or determination by MEMA, FEMA, or any other agency requesting the MTF the pre-positioning of Task Forces is prudent, MEMA, FEMA, or any other agency requesting the MTF shall request the activation of forces necessary to respond to the emergency or disaster situation.
2. Activation notices shall be communicated by MEMA, FEMA, or any other agency requesting the MTF through the appropriate channels.

B. Mobilization, Deployment, and redeployment

1. The Task Force Leader with support from the local Sponsoring Agency shall notify members of the MTF activation.
2. The Task Force Leader will provide a time and rendezvous location, equipment needed, and description of activation to the local Sponsoring Agency.
3. Upon arriving at the deployment area MOHS will provide logistical support such as food and housing.

C. Command and Control

1. MOHS has overall command and control of the Task Forces.
2. Tactical employment of the MTF may be passed from MOHS to the local or on-site incident Commander within a disaster area.

7. Financial Agreements

- A. Task Force members shall be compensated in accordance with pay schedules and policies set forth by the participating agency as determined prior to implementation of this agreement. All reimbursements will follow SMAC/EMAC guidelines.
- B. Task Force members shall be reimbursed for travel and per diem costs in accordance with their participating agencies travel policy.
- C. Personnel shall receive their normal pay for their scheduled work days, and overtime pay for any working hours defined in the Incident Action Plan.
- D. Rehabilitation or replacement costs of operational equipment may be reimbursed if the piece of equipment was used at a SMAC, EMAC, or MTF sanctioned training exercise, as authorized by MEMA, FEMA, or any other agency requesting the MTF.
- E. No Task Force or any Task Force member shall be reimbursed for costs incurred by activation outside the scope of this agreement.
- F. The participating agency is responsible for following in-state and EMAC guidelines for all reimbursement requests. Each sponsoring agency will be responsible for completing and submitting their own reimbursement packet to the agency issuing the reimbursements.

8. Reporting Requirements

- A. The participating Agency will submit in writing to the Task Force Leaders all personnel changes as they relate to the composition of the Task Force. This includes information of personnel training and qualification upgrades. The qualifications list will be submitted as new members are admitted to positions on the Task Force during the annual sign up.
- B. Verification of Task Force member credentials, as they relate to the criteria outlined in the MTF manual, will be submitted on an annual basis and at other times as requested by MOHS.

9. Conditions, Amendments, and Termination

- A. This Memorandum may be modified or amended only with written agreement of all parties and all amendments will be attached to this agreement. The memorandum may be terminated by any party upon 30 days written notice.
- B. In the event an agency withdraws from the MTF **ALL** equipment purchased with MOHS Funding for MTF shall be moved to another participating agency at the discretion of the MOHS State SAR Coordinator.

10. Liability

- A. For the purposes of worker's compensation and long-term disability, Task Force members who perform disaster relief functions in connection with this MTF program will be considered performing within the scope of their employment with the participating agency, and as such, subject to the State or local worker's compensation laws.

Director or Chief of
Participating Agency

Title

Date

MOHS State SAR Coordinator

Title

Date

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 18, 2023
Approval of an agreement between the City of
Gautier and Cruisin' the Coast, Inc. to host a one
day Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event to be held October 1, 2023.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, the Cruisin' Through the Decades Event will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Cruisin' Through the Decades Event will be helpful toward advancing the moral, financial and other interests of such municipality;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one day Cruisin' Through the Decades Event scheduled for October 1, 2023 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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 04/12/2023
Subject: Approval of an agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event

REQUEST:

The Recreation Department requests that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc. to host a one-day Cruisin' Through the Decades Event to be held October 1, 2023.

BACKGROUND:

The 27th Annual Cruisin' the Coast will be held Oct. 1 – 8, 2023 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 1, 2023 with a car cruise-in starting at 12 Noon. and a drive-in movie featuring Smokey and the Bandit at 5:30 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The Gautier Recreation Department has been tasked with planning new activities, more recreational events, and to seek new partnerships to provide more community engagement for the residents of Gautier. The Recreation Department is planning to host a one-day Cruisin' Through the Decades event. The event will consist of musical entertainment, reserved parking for cruisers, food vendors, and a drive-in movie on the big screen.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

The City Council may:

1. Approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.; or
2. Not approve the attached agreement between the City of Gautier and Cruisin' the Coast, Inc.

ATTACHMENTS:

1. Cruisin the Coast 2023 Agreement



March 16, 2023

Chassity Bilbo
City of Gautier
3330 US-90
Gautier, MS 39553

Chassity,

As we move forward with our preparations for Cruisin' The Coast 2023, we would like to thank you for your support of and participation last year. I'm sure you've heard it was a record-breaker. Thank you for your years of support.

We and our participants are looking forward to another great Cruisin' Through the Decades event in the City of Gautier. To get that rolling, I have enclosed the two copies of our agreement and Memorandum of Understanding between Cruisin' The Coast and the City of Gautier for our 2023 event. Please have both copies signed; retain one for your records and return one to us.

We look forward to working with you and the City of Gautier for another great event.

Sincerely,
Cruisin' The Coast, Inc.

A handwritten signature in blue ink that reads "Woody".

Sherwood R. Bailey, Jr.
Executive Director

**Agreement between
Cruisin' The Coast, Inc. and the City of Gautier**

This Agreement is by and between *Cruisin' the Coast, Inc.* (hereinafter "CTC") and the following business or entity: City of Gautier, MS (hereinafter, "the City") and applies to the "Cruisin the Coast" event to be held on Sunday, October 1, 2023, in the City of Gautier. The "event" consists of multiple forms and types of entertainment from simply viewing vintage automobiles to the staging of activities including but not limited to demonstration of the functional capabilities of the vehicles of the attendees [hereinafter simply the "event"]. In contemplation of the nature of the event, including its date, the parties do accept the commitments and assurances of the other as follows:

1. The City of Gautier will provide:

- a. Event fee of \$5,000 (To be paid by the Jackson County Board of Supervisors)
- b. Volunteers to staff the event
- c. Traffic control
- d. Port-o-lets
- e. Signage
- f. A "person in charge" who will coordinate with the "person in charge" designated by CTC to produce the event

2. Cruisin' The Coast will provide:

- a. Promotion and advertisement of the Sunday, Sunday, October 1, 2023, event in all printed materials and on website.
- b. License to use of the Cruisin' The Coast logo upon approval by CTC until the event is complete
- c. A "person in charge" who will coordinate with the "person in charge" designated by City to produce the event
- d. 6 tickets to the Kickoff Sponsor Party.
- e. 6 Sponsor T-shirts

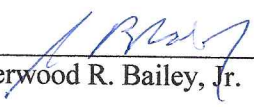
General:

1. Outside vendors, not associated with a local merchant will be liable for state sales tax. Each vendor will be responsible for submitting the appropriate state reporting form. CTC is not responsible for collection of any applicable taxes.
2. ET Motorgear is acknowledged as the official apparel vendor of Cruisin' The Coast. Other vending of this type is not permitted. CTC reserves the right to approve other apparel vending if ET Motorgear is not present, or not able to participate.
3. All media releases, press conferences and collateral materials promoting the event must be approved in advance by CTC. The parties acknowledge that CTC is a registered trademark and any use of the CTC logo and the words "Cruisin' The Coast" must be approved by CTC.
4. The City will obtain such event insurance as may be available at the time of the event and will furnish CTC with a copy of any policy so obtained. CTC acknowledges, however, that the City's liability for incidents occurring during the event is governed by the Mississippi Tort Claims Act and that the City of Gautier already carries liability coverage that will protect the City in the event of any damages or losses that might be incurred during the event and for which the City would otherwise be liable. CTC also acknowledges that the City, by law, cannot agree to indemnify CTC, or to hold CTC harmless from any claims, damages, or assessments, that might arise as a result of incidents occurring during the event, except to the extent allowed by law pursuant to state statute.

5. The City of Gautier acknowledges that it is sponsoring the CTC licensed event on their own premises or premises of others by permission, and that CTC is merely licensing its logo in order to market the authorized activity.
6. CTC will not be responsible for the condition or safety of any premises where the City of Gautier hosts CTC authorized events.
7. No activity will be allowed, ratified or encouraged by the City of Gautier which diminishes the "good will" and quality of the licensed CTC brand.
8. No activity will be undertaken on the event site or premises or otherwise allowed which is a violation of state or federal law.
9. This agreement may only be changed upon written amendment, approved by both parties.
10. This agreement and undertakings set forth herein, are not to be construed in any way that either party is the agent of the other, and neither party has the ability and capacity to bind the other to any agreement or undertaking. Both parties acknowledge that each is an independent contractor and there is no vicarious relationship whatsoever.
11. Termination of Agreement:
 - a. This agreement may be terminated by either party for any reason more than 90 days prior to the event;
 - b. If termination is sought by either party upon or within 90 days of the event, it shall only be for breach of this agreement or otherwise for "good cause."
12. This agreement shall expire at midnight on the last full day of the event as scheduled.
13. This agreement does not automatically renew and shall not be renewed except by separate or similar agreement signed by all parties.
14. The Agreement and Memorandum of Understanding constitute the entire agreement of the parties.

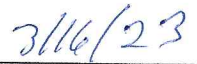
Cruisin' the Coast, Inc.

City of Gautier, MS



Sherwood R. Bailey, Jr.

Paula Yancey, City Manager



Date

Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 18, 2023
Authorization to advertise for bids for the
Citywide Lift Station Upgrade Project

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to advertise for bids for the Citywide Lift Station Upgrade Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department is requesting the authorization to advertise for bids for the Citywide Lift Station Upgrade Project; and

WHEREAS, there are twenty-six (26) existing lift stations that are in dire need of replacements or upgrades. The new upgrades include new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements; and

WHEREAS, a pre-bid meeting will be held May 4, 2023, at the office of Seymour Engineering for all prospective bidders; and

WHEREAS, if approved, the advertisement for bids will run in the Sun Herald on April 21 and April 28, 2023, with the bid opening on May 12, 2023, at 10am; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Citywide Lift Station Upgrade Project.

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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants and Projects Department
Date: April 11, 2023
Subject: Authorization to Advertise for Bid for Citywide Lift Station Upgrade Project

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Citywide Lift Station Upgrade Project.

BACKGROUND:

There are 26 existing lift stations that are approximately 60 years of age. These stations are in dire need of replacements or upgrades. Needed upgrades include new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on April 21 and April 28, 2023. A pre-bid meeting will be held on May 4, 2023, at the office of Seymour Engineering for prospective bidders. Bids will be opened at 10 a.m. on May 12, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertisement for bids for the Citywide Lift Station Upgrade Project.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for bids

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 A.M. on May 12, 2023 for the following:

CITY OF GAUTIER CITYWIDE LIFT STATION UPGRADES

These bids are invited to perform lift station upgrades throughout the City as well as build two new lift stations in Gautier, Mississippi.

These bids will be opened at 10:00 A.M. at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 on May 12, 2023. A pre-bid meeting will be held Thursday, May 4, 2023 at 2:00 P.M. at the Seymour Engineering office located at 925 Tommy Munro Drive, Biloxi, MS 39532.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Matt Kirkland, P.E. and can be contacted at the listed address or at mkirkland@seymourengr.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

CITY OF GAUTIER CITYWIDE LIFT STATION UPGRADES

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise April 21, 2023
Advertise April 28, 2023
Open May 12, 2023

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:

April 18, 2023

Title:

Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000 Ext. 315

Summary Explanation: Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Brenda Greco will be designated as Applicant's Agent for the City of Gautier for Hurricane Zeta (4576) projects as of April 18, 2023, and the execution of the State-Local Disaster Assistance 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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants & Projects Department
Date: April 10, 2023
Subject: Designation of Applicant's Agent for Hurricane Zeta Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Zeta (4576) projects to Brenda Greco and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett was the applicant agent, however, due to her leaving a new applicant agent needs to be appointed. The City Manager recommends Brenda Greco serve as applicant agent.

RECOMMENDATION:

The City Manager recommends that the Grants & Projects Specialist, Brenda Greco, be designated as the Applicant's Agent for the City of Gautier for Hurricane Zeta projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENT(S):

- 1) Designation of Applicant Agent Form
- 2) State-Local Disaster Assistance Agreement



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4576 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Paula Yancey

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Brenda Greco

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4576-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Brenda Greco

Official Title: Project Specialist

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext 302

Cell Phone: 228-217-4248

Email Address: bgreco@gautier-ms.gov

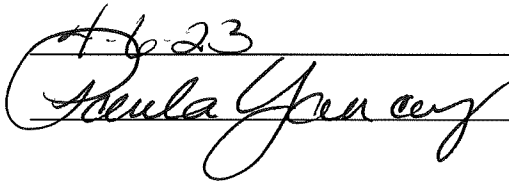
On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Paula Yancey

Title: Gautier City Manager

Date: 4-6-23

Signature: 

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: City of Gautier 2.) DUNS + 4: 964447817

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 3330 Hwy 90

City Gautier, MS 39553 State MS

9-digit Zip (Must have 9 digit) 39553 - 5124 Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov? No

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name: Brenda Greco
Agency: City of Gautier
Title: Project Specialist
Phone: 228-497-8000 ext 302
Mailing Address: 3330 Hwy. 90
City/State/Zip: Gautier, MS 39553
Email: bgreco@gautier-ms.gov

I, Brenda Greco hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

April 18, 2023
Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Ida projects, and approval of the State-Local Disaster Assistance Agreement

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000 Ext. 315

Summary Explanation: Designation of Brenda Greco as the Agent for the City of Gautier's Hurricane Ida (FEMA-4626-DR-MS) projects, and approval of the State-Local Disaster Assistance Agreement.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Brenda Greco will be designated as Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of April 18, 2023, and the execution of the State-Local Disaster Assistance 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 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants & Projects Department
Date: April 10, 2023
Subject: Designation of Applicant's Agent for Hurricane Ida Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Ida (FEMA-4626-DR-MS) projects to Brenda Greco and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett was the applicant agent, however, due to her leaving a new applicant agent needs to be appointed. The City Manager recommends Brenda Greco serve as applicant agent.

RECOMMENDATION:

The City Manager recommends that the Grants & Projects Specialist, Brenda Greco, be designated as the Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENT(S):

- 1) Designation of Applicant Agent Form
- 2) State-Local Disaster Assistance Agreement



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-4626 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Paula Yancey

NAME (Print)


SIGNATURE

4/6/23
DATE

Applicant Agent:

Brenda Greco

NAME (Print)


SIGNATURE

4/6/23
DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4626-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Brenda Greco

Official Title: Project Specialist

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext. 302

Cell Phone: 228-217-4248

Email Address: bgreco@gautier-ms.gov

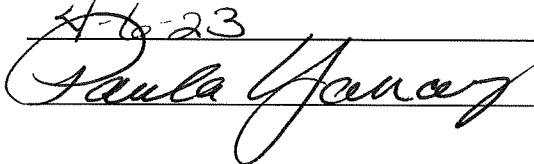
On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Paula Yancey

Title: Gautier City Manager

Date: 4-6-23

Signature: 

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: City of Gautier 2.) DUNS + 4: 964447817

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 3330 Hwy 90

City Gautier, MS 39553 State MS

9-digit Zip (Must have 9 digit) 39553 - 5124 Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov?
No

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name: Brenda Greco
Agency: City of Gautier
Title: Project Specialist
Phone: 228-497-8000 ext. 302
Mailing Address: 3330 Hwy. 90
City/State/Zip: Gautier, MS 39553
Email: bgreco@gautier-ms.gov

I, Brenda Greco hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:

April 18, 2023

Title:

Request to waive the pavilion rental fee at Bacot Park for College Park Elementary students' field trip

Introduced by:

Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Request to waive the pavilion rental fee at Bacot Park in the amount of \$40.00 for College Park Elementary's field trip to be held on May 12, 2023.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2023

WHEREAS, College Park Elementary requests to waive the \$40 pavilion rental fee at Bacot Park on May 12, 2023.; and

WHEREAS, College Park Elementary is in need of a location to host their field trip for fourth graders who have achieved academic growth for the school year; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-17-1, the governing authorities of any municipality may, in its discretion, donate funds to a public school district located in the municipality for the promotion of educational programs of the district; and

WHEREAS, the City Council hereby finds that the above field trip promotes the educational programs of the Pascagoula-Gautier School District;

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by College Park Elementary to waive the \$40 pavilion rental fee required for the College Park Elementary's fourth grade field trip to be held at Bacot Park on May 12, 2023 is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 18, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 04/12/2023
Subject: Approval to waive the rental fee in the amount of (\$40.00) for the use of the Bacot Park pavilion for College Park Elementary students' field trip

REQUEST:

The Recreation Department has received a request from College Pak Elementary to waive the rental fee in the amount of (\$40.00) for the use of Bacot Park pavilion for College Park Elementary to be held on May 12, 2023

BACKGROUND:

College Park Elementary is in the process of planning a field trip for fourth graders who have achieved academic growth for the school year and is in need of a location to host this event.

DISCUSSION:

To make this field trip a success, College Park is in need of a location to host this worthwhile event. College Park is in the Pascagoula-Gautier District (PGSD) that has campuses that serve the cities of Gautier and Pascagoula, MS.

RECOMMENDATION:

The Recreation Department recommends that City Council waive the rental fee in the amount of (\$40.00) for the Bacot Park pavilion rental for College Park Elementary fourth grade field trip.

The City Council may:

1. Approve to waive the rental fee in the amount of (\$40.00) for the Bacot Park pavilion for College Park Elementary field trip.; or
2. Not approve to waive the rental fee in the amount of (\$40.00) for the Bacot Park pavilion for College Park Elementary field trip.

ATTACHMENTS:

1. College park Request



COLLEGE PARK ELEMENTARY SCHOOL

2617 Ladnier Road
Gautier, Mississippi 39553
Office 228-522-8829
Fax 228-522-8830
Website <http://pgsd.ms>



Gautier City Board
3300 US-90
Gautier MS 39553
228-497-8000

To whom it may concern,

The Fourth grade team at College Park Elementary is planning a trip to Bacot Park to celebrate our Fourth Grade students that have shown academic growth. We are requesting the pavilion fee be waived for this field trip on Friday, May 12, 2023.

If you have any questions or concerns, please feel free to contact me at jjones@pgsd.ms or at 228-522-8829.

Thank you for your support,

Jennifer Jones
Fourth Grade Teacher
College Park
228-522-8829

**CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet**

Council Meeting:
Title:

April 18, 2023
**Annual Renewal of the Contract with Singing River
Services, as revised, for the Life Care Plus
Program**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: (REVISED) Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2023 through April 15, 2024.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as revised; and

WHEREAS, the Mayor and Council Members hereby find that entering this revised contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract, as revised, with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2023 thru April 15, 2024 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 18, 2023.

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2023 to April 15, 2024 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.
6. Limitation of Liability:
 - a. City of Gautier agrees to be responsible for the negligence or negligent acts of City of Gautier, its employees or agents. It is the intention of the parties hereto that Singing River Services will incur no cost or expenses as the result of the negligence and resulting damages of City of Gautier, its employees or agents in the performance of its obligations under this Agreement.
 - b. Singing River Services agrees to be responsible for the negligence or negligent acts of Singing River Services, its employees or agents. It is the intention of the parties hereto that Singing River Services will incur no cost or expenses as the result of the negligence and resulting damages of Singing River Services, its employees or agents in the performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2023.

SINGING RIVER SERVICES:
Tax ID Number 64-0650708

BY: _____
Beth Fenech
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 18, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
