

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 20, 2023 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier's Farmers Market will be held the second Saturday of every month from May - September, starting at 8am until 12pm at George Martin City Park.**
- 2. Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays - a weekly, half day summer camp, starting every Wednesday, June 7th - July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.**
- 3. Tasty Thursday will be June 22nd, starting at 11am at the former Singing River Mall Property.**
- 4. City Offices will be closed Tuesday, July 4th in observance of Independence Day.**
- 5. The July Council Meeting will be held on Wednesday, July 5th due to Independence Day falling on Tuesday.**

IV. Presentation Agenda

V. Business Agenda

- 1. Approval of Task Order 7 relating to the Professional Services Agreement with Seymour Engineering for the Town Commons Park Phase II**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Authorization to approve Task Order #5 (Rate Study) to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to Acknowledge Bid and Award Contract for 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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4. Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. 1404 Park Drive, Gautier, MS, (GPC #23-16-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, Gautier, MS, (GPC #23-19-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. Tradewinds Drive, PID #86300014.050, (GPC #23-20-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to advertise for Request for Proposals for a Professional Services Contract for the Operation, Maintenance and Management of the City of Gautier's Department of Public Works

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

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

1. Approval of Minutes from the Regular Council Meeting held June 6, 2023
2. Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to Hwy 90 Sanitary Sewer and Water Lines - Singing River Mall Project
3. Receive May 2023 Privilege License Reports
4. Authorization to accept monetary donations for the City of Gautier's Youth Football league

5. **Approval of lease purchase agreement with Cadence Bank for five (5) 2023 Ford Police Interceptor SUV's**
6. **Approval of an Interlocal Agreement between the City of Gautier and Jackson County**
7. **Authorization to renew the Professional Services Agreement with Seymour Engineering for General Services**
8. **Approval of water and sewer adjustments for June 2023 in the amount of \$9,180.29**
9. **Authorization to acknowledge Requests for Proposals and Award Contract for Disaster Debris Removal Services**
10. **Authorization to acknowledge Requests for Proposals and Award Contract for Disaster Debris Monitoring Services**
11. **Authorization to acknowledge Requests for Proposals and Award Contract for Disaster Debris Response Services and Supply Firms**

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 July 5, 2023
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 20, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Farmers Market will be held the second Saturday of every month from May – September, starting at 8am until 12pm at George Martin City Park.**
2. **Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays- a weekly, half day summer camp, starting every Wednesday on June 7th through July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.**
3. **Tasty Thursday will be June 22nd, starting at 11am at the former Singing River Mall Property.**
4. **City Offices will be closed Tuesday, July 4th in observance of Independence Day.**
5. **The July Council Meeting will be held on Wednesday, July 5th, due to Independence Day falling on Tuesday.**

NOTES:



Come be apart of the



GAUTIER FARMER'S MARKET

2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



Groove with

Old School

this summer!

WACKY WEDNESDAYS

WEEKLY HALF DAY CAMP THAT WILL
FEATURE THEMED ART, ROBOTICS,
SCIENCE, AND MOVEMENT ACTIVITIES

JUNE 7th - JULY 12th
9AM-1PM

presented by

Old School

**& Tutoring
AND TOYS**



BOOK WEEKLY OR FOR THE FULL SUMMER

TSHIRT INCLUDED WITH FULL SUMMER REGISTRATION
ONLY 40 SPOTS ARE AVAILABLE EACH WEEK



GAUTIER PRESENTS

TASTY

THURSDAY!

JUN 22

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

**KEEPIN IT TASTY, FRANKIE FAYE'S , MEATBAWLS, LOS SARA-
PES, THE PEANUT MAN, SUGAR BEANS, MANN'S KETTLE
CORN, NORWOOD'S, MANNA TIME, SIPPIN SLUSH, SALTY JAX,
KICKIN' LICKIN' GOOD, GRANNY'S DELICIOUS HOTDOGS,
TATER BIN, POOR BOYZ**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 20, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

June 20, 2023
Approval of Task Order 7 relating to the Professional Services Agreement with Seymour Engineering for the Town Commons Park Phase II

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of Task Order 7 relating to the Professional Services Agreement with Seymour Engineering for the Town Commons Park Phase II, in an amount not to exceed \$372,250.00

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 City of Gautier previously executed a Professional Services Agreement with Seymour Engineering with a task order format, due to the nature of the work and the need to phase the project; and

WHEREAS, Phase II includes the construction of the amphitheater, great lawn site work and utilities for the Town Commons Park, and Task Order No. 7 includes the work of the amphitheater, great lawn site work, decorative fencing, landscape architecture, access roadway, overflow parking and firepit area; and

WHEREAS, proposed Task Order Agreement No. 7 is for a total of \$372,250.00 for Town Commons topographic survey, architectural/engineering design, construction administration, and resident project representation (which includes the work of the amphitheater seating, great lawn, decorative fencing, landscape architecture, access roadway, sidewalks, lighting, electrical, water, sewer and grading/drainage), as indicated in the attached Task Order; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order No. 7 to the agreement is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Task Order No. 7 is hereby approved and authorized.

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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 2, 2023
Subject: Town Commons Park Phase II – Professional Services Agreement (Task Order 7 with Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with Town Commons Park Phase II, with work to be administered through individual task orders. The department seeks authorization for Task Order No. 7 not to exceed \$372,250.00.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, pickleball courts, etc. Phase I, which is now complete, included site work, parking, sidewalks, and other infrastructure. Phase II includes the construction of the amphitheater, restrooms, great lawn site work, and utilities.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order No. 7 is for a total of \$372,250.00 for Town Commons Phase II topographic survey, architectural/engineering design, construction administration, and resident project representation (which includes the work of the amphitheater seating, great lawn, decorative fencing, landscape architecture, access roadway, sidewalks, lighting, electrical, water, sewer, and grading/drainage).

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with Town Commons Park Phase II and approve Task Order Agreement No. 7.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 7, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering for the Town Commons Park Project and approve Task Order Agreement No. 7, as presented.

ATTACHMENT(S):

1. Professional Service Agreement Task Order Agreement No. 7



EXHIBIT C
Task Order Agreement No. 7
Town Center Development

Scope of Work

Amphitheatre Seating, Great Lawn, Decorative Fencing, Landscape Architecture, Access Roadway, Sidewalks, Lighting, Electrical, Water, Sewer, and Grading/Drainage.

Topographic Survey	\$2,500.00
Engineering/Architectural Design (FEMA Curve Based on \$2.5M Budget – 9.93%)	\$248,250.00
Construction Administration	\$50,000.00
Resident Project Representative	\$71,500.00
Total	\$372,250.00

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

Mark M. Seymour, Jr. P.E. **Date**
President

Paula Yancey **Date**
City Manager

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

Council Meeting:
Title:

June 20, 2023
Authorization to approve Task Order #5 (Rate Study) to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier

Introduced by:
Contact Person/Telephone

City Manager 497-8000 Ext. 305

Summary Explanation: Authorization to approve Task Order #5 (Rate Study) to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier previously entered into a General Services Agreement (task order based) with Waggoner Engineering on February 20, 2018 for Capital Improvement Plan for Water and Sewer within the City of Gautier; and

WHEREAS, the City Manager desires that the City enter into Task Order #5 (Rate Study), which will provide a review of the financial requirements, formulate recommendations for water and sewer rate adjustments, and prepare a rate evaluation report describing findings, conclusions and recommendations; and

WHEREAS, the Mayor and Council Members hereby find that entering Task Order #5 (Rate Study) is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that Task Order #5 (Rate Study) to the General Services Agreement with Waggoner Engineering 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 that 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 June 20, 2023.

Exhibit C
Waggoner Engineering, Inc.
Task Order Form

Task Order No. 5 (Rate Study)	
Additional Pages Attached:	
Date of Task Order: June 20, 2023	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND THE CITY OF GAUTIER, MS	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier, Mississippi dated, February 20, 2018, is a part of and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Rate Study
2. **Project Number:** 0018019.005
3. **Project Manager For Client:** Paula Yancey
4. **Project Manager for Waggoner:** Carlos Bell
5. **Method of Compensation:** Lump Sum
6. **Task Order Allowable Cost:** \$15,000
7. **Scope of Work (see additional pages)** See Attached Scope of Work (Exhibit I)

8. **Schedule of Performance (see additional pages attached):**

Attached Scope of Work (Exhibit I)

9. **Approved Subconsultants:**

As Necessary

10. **Special Provisions:**

N/A

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF GAUTIER, MISSISSIPPI

WAGGONER ENGINEERING, INC.

By: _____

By: John T. Brown

Title: _____

Title: Vice President

Date: _____

Date: 6/13/23

Exhibit I
Waggoner Engineering, Inc.
Scope of Work

I. WATER AND SEWER RATE EVALUATION

A. OBJECTIVE

The objective of this evaluation is to provide a review of the financial requirements of the **OWNER's** water and wastewater systems under existing conditions; to review and formulate recommendations for water and sewer rate adjustments, if necessary; to provide for payment of debt service and operation and maintenance costs for the existing systems; and to prepare a rate evaluation report describing our findings, conclusions, and recommendations.

B. COLLECTION AND PRESENTATION OF HISTORICAL DATA

1. **ENGINEER'S** evaluation of **water system information** will include a study of the following:
 - a. Data as it relates to finished water pump age, metered ratio, number and types of water accounts, water sales, and other revenues.
 - b. An assessment of the "chargeable consumption" of the system.
 - c. Operation and maintenance costs of the water system.
 - d. Required bond fund status.
 - e. Budgeted capital expenditures.
2. **ENGINEER'S** evaluation of **sewer system information** will include a study of the following:
 - a. Data as it relates to the number and types of sewer accounts, sewer sales, and other revenues.
 - b. An assessment of the "chargeable volume" of the system.
 - c. Operation and maintenance costs of the sewer system.
 - d. Required bond fund status.
 - e. Budgeted capital expenditures.
3. Anticipated meetings will be required as follows:
 - a. Three (3) with the **Owner's** representatives.

C. EXCLUSION OF SERVICES BY ENGINEER

The following services are not included in this scope of work:

- Development of a capital improvement plan

D. REVIEW, ANALYSES, AND PROJECTIONS

ENGINEER will review historical water and wastewater flows and evaluate with respect to prior water and wastewater rate study information. This data will establish historical trends and develop forecasts of future flows by customer classification.

The performance of this task will also provide for a review of the obligations of the existing revenue bond issues and the debt service coverage requirements for each. Attention will be given to the funding status of all required bond funds.

E. EVALUATION OF CHARGES

ENGINEER will evaluate the charges of the systems to ensure that the systems provide sufficient revenue to cover the system's operating costs. Charges to be evaluated comprise (a) metered water and sewer user charges; (b) various water system charges including meter deposits, system development charges, and fire protection charges.

F. RECOMMENDATIONS

If the projected revenues of the water and sewer systems are insufficient for funding of required total operating budgets, including existing bond-related requirements, additional sources of revenue will be identified and developed in conjunction with Public Works and other **OWNER** personnel. This task will include the following:

- a presentation of the overall revenue deficiency.
- the required increase in revenue.
- alternatives for realizing increased revenues, and
- the net effect of the proposed increases to the various customer classes.

Following a working session with the **OWNER**, recommendations will be made to provide for those additional revenue sources.

G. FINAL REPORT

Before the completion of the report, all preliminary findings will be presented and discussed with the Public Works Department. Subsequently, a final report will be developed for the presentation of the evaluations defined by each task delineated in the scope of the water and sewer rate evaluation. An executive summary will describe the evaluation results and recommendations for adjustments, if necessary, to the water and sewer user charges. **ENGINEER** will provide the needed copies of the final report to the City Manager.

II. ADDITIONAL SERVICES

Any services not listed in Exhibit A will be considered as Additional Services. The **OWNER** will pay the **ENGINEER** for authorized Additional Services in accordance with the terms in Exhibit C.

III. INFORMATION TO BE PROVIDED BY THE OWNER

- A. Previous water and sewer rate studies
- B. Water and sewer fund budget information and income statements
- C. Water and sewer sales and collection records
- D. Monthly water production and sewage treatment records
- E. Capital improvements plans.
- F. Schedule of debt service
- G. Monthly revenue statements
- H. Billed volumes and sales for water and sewer by customer classification.
- I. Total customers billed for water and sewer by classification.

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:

June 20, 2023

Title:

Authorization to acknowledge bids and award the contract for Town Commons Park Phase II Amphitheater Great Lawn

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of one bid for the Town Commons Park Phase II Amphitheater Great Lawn from Fletcher Construction Company, Inc. for \$2,548,500 (following deductive alternate), and award a contract to Fletcher Construction Company, Inc., in an amount not to exceed \$2,548,500, as the lowest and best bid.

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 Town Commons Park Phase II Amphitheater Great Lawn project; and

WHEREAS, on or before May 24, 2023, one (1) bid was received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bid, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Fletcher Construction Company, Inc., in an amount not to exceed \$2,548,500 (following deductive alternate); and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Fletcher Construction Company, Inc., in an amount not to exceed \$2,548,500; 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 Fletcher Construction Company, Inc., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Fletcher Construction Company, Inc., for the Town Commons Park Phase II Amphitheater Great Lawn, 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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 5, 2023
Subject: Authorization to Acknowledge Bids and Award Contract for Town Commons Park Phase II Amphitheater Great Lawn

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of one bid for the Town Commons Park Phase II Amphitheater Great Lawn from Fletcher Construction Company, Inc. for \$2,888,000, and award a contract to Fletcher Construction Company, Inc., in an amount not to exceed \$2,548,500.

BACKGROUND:

The City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering at the May 21, 2019, council meeting, on June 4, 2019. Due to the nature of the work, this project will be completed in multiple phases.

Phase I (completed in June 2022) included site work, water/sewer, drainage, parking, sidewalks, open lawn, etc. Phase II (which is underway) includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area.

DISCUSSION:

The recommendation is to award this part of Town Commons Park Phase II Amphitheater Great Lawn, the site work for the great lawn, utilities, pavers, retaining wall, fencing, lighting, trees, and walkways. A deductive alternate will replace the steel ornamental fencing with aluminum of a similar appearance; deduct the contingency and ribbon curbing in the parking lot; and reduce the number of plantings in certain areas. With the deductive alternate and value engineering items deducted from the base bid number, the total contract sum will not exceed \$2,548,500.

Seymour Engineering performed a complete review of the bid and recommends awarding the contract to Fletcher Construction Company, Inc.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of one bid for the Town Commons Park Phase II Amphitheater Great Lawn and award a contract to Fletcher Construction Company, Inc., in an amount not to exceed \$2,548,500.

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



Thursday, June 1, 2023

Kimberly Saucier
Grants and Projects Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Great Lawn Site Work and Utilities

Dear Kimberly,

On May 24, 2023 bids were received for the above referenced project. I am requesting that the City Council acknowledge receipt of the following bid from Fletcher Construction Co., Inc. Enclosed please find the Certified Bid Tabulation. Also attached is a table with Value Engineering Quotes that are to be deducted from base bid total.

In review of the submitted bid, I am recommending that the City Council award the Great Lawn Site Work and Utilities Project to Fletcher Construction. who was the lowest bidder at \$2,888,000 with the deductive alternate to be taken which will replace the steel ornamental fencing with aluminum of a similar appearance. With the deductive alternate taken and Value Engineering items deducted from the base bid number, the total contract sum would be in the amount of \$2,548,500.00.

Fletcher Construction Co., Inc. is a great company with a proven track record in the City of Gautier. They are currently performing work as the prime contractor for the stage and restroom facilities at the future amphitheater site.

If you should have any questions or need additional information, please let me know!

Sincerely,
SEYMOUR ENGINEERING

Tyler Williams,
Project Manager



SEYMOUR ENGINEERING
Engineering, Environmental and Professional Land Surveying

Great Lawn Site Work & Utilities
City of Gautier, Mississippi

BID OPENING

Bid Date: May 24, 2023, 9:00 a.m.

Bid Place: Gautier City Hall
3330 US-90, Gautier, MS 39553

CONTRACTOR NAME	CERT. OF RESPONSIBILITY	BASE BID	DED. ALT. 1	BID BOND	TOTAL W/ DED. ALT.
Fletcher Construction Co., Inc.	01406-MC	\$2,978,000.00	(-)\$90,000.00	Yes	\$2,888,000.00

CERTIFIED BY: *Tyler Williams*

TYLER WILLIAMS, PROJECT MANAGER
SEYMOUR ENGINEERING



Great Lawn Site Work and Utilities

5/24/2023

TOWN CENTER DEVELOPMENT

Value Engineering Schedule of Values

ITEM		TOTAL PRICE
Deduct Ribbon Curbing		(-) \$82,600.00
Deduct \$150,000 from Contingency		(-) \$150,000.00
Deduct Half Quantities for Planting for South Buffer		(-) \$21,400.00
Delete Overflow Grass Parking w/ Walk		(-) \$85,500.00
	Total Deduct From Base Bid	\$339,500.00

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. 1404 Park Drive, Gautier, MS (GPC #23-16-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. 1404 Park Drive, Gautier, MS (GPC #23-16-SE) (PID #87110396.000)

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 23-16-SE**

**1404 PARK DRIVE – SPECIAL EXCEPTION FOR APPLICANT
THAT WOULD ALLOW AN ACCESSORY STRUCTURE TO BE
LOCATED ON A LOT WITHOUT A PRIMARY STRUCTURE
IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 87110396.00**

WHEREAS, an application for a Special Exception Permit to allow the applicant to build an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District was submitted by David A. Lipscomb; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 1404 Park Drive, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its June 1, 2023 meeting, held a public hearing on this matter; and

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

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by David A. Lipscomb on March 9, 2023 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 20, 2023.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2023
Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. 1404 Park Drive, (GPC #23-16-SE)

REQUEST:

The Planning Department has received a request from David A. Lipscomb for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1404 Park Drive, PID #87110396.000 (GPC #23-16-SE) The application fee of \$250 was paid on March 9, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 1404 Park Drive, PID #87110396.000 (See Exhibit A)
General features of the proposed project: Lot Size: Approximately 0.55 acres
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: I have observed other boat houses in close proximity to my property which leads to the question of the need for a "Special Exception". I would like to have the same privilege of enjoying & utilizing my property to the fullest extent which would allow me immediate access to the navigable waterway that leads directly into the Mississippi Sound.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The proposed boathouse for my property would be similar in design and functional utility as other boathouses in the area.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *I'm still not sure of the reason for a "Special Exception". I purchased the property with intent to build a home at some point in the future but am requesting approval to build a boathouse. I would like a place to store my boat and be able to use my property to the fullest extent until a home is built.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

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

necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO). Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the request based on the evidence presented meets the criteria of the UDO.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 6.1.23 (#23-16-SE)
2. Complete Packet 23-16-SE

Excerpt from June 1, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1404 Park Drive. PID #87110396.000 (GPC #23-16-SE)

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

REQUEST:

The Planning Department has received a request from David A. Lipscomb for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1404 Park Drive, PID #87110396.000 (GPC #23-16-SE) The application fee of \$250 was paid on March 9, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 1404 Park Drive, PID #87110396.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 0.55 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: I have observed other boat houses in close proximity to my property which leads to the question of the need for a “Special Exception”. I would like to have the same privilege of enjoying & utilizing my property to the fullest extent which would allow me immediate access to the navigable waterway that leads directly into the Mississippi Sound.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The proposed boathouse for my property would be similar in design and functional utility as other boathouses in the area.*

Staff Finding: *Staff’s opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *I’m still not sure of the reason for a “Special Exception”. I purchased the property with intent to build a home at some point in the future but am requesting approval to build a boathouse. I would like a place to store my boat and be able to use my property to the fullest extent until a home is built.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. “Special Exceptions” are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed.

At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Commissioner Davis asked Mr. Ankerson to explain the difference between a Conditional Use and a Special Exception and why a Special Exception was needed in this case.

Mr. Ankerson explained that the Unified Development Ordinance (UDO) specifically states that you cannot have an accessory structure on a parcel without a primary structure. He also explained that Conditional Uses stay with the property, but Special Exceptions go with the owner.

Chairman Jamison asked the applicant to present his case.

David Lipscomb, the applicant, stated that he lives in Vancleave, Mississippi, and that he bought the property on Park Drive last summer. He is wanting to put a boathouse on the property so he can store his boat there. He said that he plans to build a home on the property but would like to be able to use the property prior to building the home. He wants to redo the existing boat slip and put a cover over it. Mr. Lipscomb also said that he owns two contiguous lots at that location.

Commissioner McManus asked if the boat slip was there because there had been a house on the property previously.

Mr. Lipscomb said there was a house there that had been destroyed during Hurricane Katrina. The boat slip is still intact, and the bulkhead needs to be reworked. He said there was a concrete breakwater that the prior owners apparently used down the bank of the canal.

Commissioner Davis asked if he thought he would build a house on the property within the next three years.

Mr. Lipscomb said that it was highly likely that he would build within three years.

Commissioner McManus asked if he was worried about keeping his stuff at the property with no one there to keep an eye on it.

Mr. Lipscomb said he wasn't worried because he felt like it was a good secure area.

Commissioner Davis asked if he intended to use electricity, sewer, or water at the property.

Mr. Lipscomb said he would need electricity for the boat lift, but he would not be using the sewer or water at this time. He said the only thing he would be doing would be coming to utilize his boat. He added that there would be no campers or anything like that on the property.

Chairman Jamison asked about needing water to wash his boat or clean fish.

Mr. Lipscomb stated he had thought about a shallow well but if he needed to hook into water or something he would do whatever needed to be done.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend approval of the request based on the evidence presented meets the criteria of the UDO.

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

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

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 1, 2023

GPC #23-16-SE

David A. Lipscomb

1404 Park Drive

VII. NEW BUSINESS

1. Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. 1404 Park Drive, (GPC #23-16-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 20, 2023

Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, 1404 Park Drive. (GPC #23-16-SE)

REQUEST:

The Planning Department has received a request from David A. Lipscomb for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District at 1404 Park Drive, PID #87110396.000 (GPC #23-16-SE) The application fee of \$250 was paid on March 9, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 1404 Park Drive, PID #87110396.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 0.55 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: I have observed other boat houses in close proximity to my property which leads to the question of the need for a "Special Exception". I would like to have the same privilege of enjoying & utilizing my property to the fullest extent which would allow me immediate access to the navigable waterway that leads directly into the Mississippi Sound.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The proposed boathouse for my property would be similar in design and functional utility as other boathouses in the area.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *I'm still not sure of the reason for a "Special Exception". I purchased the property with intent to build a home at some point in the future but am requesting approval to build a boathouse. I would like a place to store my boat and be able to use my property to the fullest extent until a home is built.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary

to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Hearing Number

23-16-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$250.00

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

Name of Applicant: DAVID A. LIPSCOMB

Name of Business:

N/A

Address: 1404 PARK DR GAUTIER MS 39553-7520

Mailing Address (if different): 2800 STARLING ROAD, VANCELOE, MS 39565

Email Address: LIPSCOMB-DO@BELLSouth.NET

Phone: 228-826-1854

Cell Phone: 228-386-4568

Reason for request, location and intended use of Property: CONSTRUCTION OF BOATHOUSE

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant:

David A. Lipscomb

FOR OFFICE USE ONLY

Date Received

3-9-23

Verify as Complete

SJA 4/11/23

Fee Amount Received

251.00

Initials of Employee Receiving Application

Babs

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

I have observed other boat houses in close proximity to my property which leads to the question of the need for a "Special Exception". I would like to have the same privilege of enjoying & utilizing my property to the fullest extent which would allow me immediate access to the navigable waterway that leads directly into the Mississippi Sound.

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

The proposed boathouse for my property would be similar in design and functional utility as other boathouses in the area.

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

I'm still not sure of the reason for a "Special Exception". I purchased the property with intent to build a home at some point in the future but am requesting approval to build a boathouse. I would like a place to store my boat and be able to use my property to the fullest extent until a home is built.



26'x28'



Beds N/A	Full Baths N/A	Half Baths N/A	MLS Sale Price \$46,500	MLS Sale Date 01/31/2014
Bldg Sq Ft N/A	Lot Sq Ft 24,302	Yr Built N/A	Type COM-NEC	

OWNER INFORMATION

Owner Name	Lipscomb David A	Tax Billing Zip	39565
Tax Billing Address	2800 Starling Rd	Tax Billing Zip+4	8449
Tax Billing City & State	Vanceleave, MS	Owner Occupied	No

LOCATION INFORMATION

Census Tract	411.01	Subdivision	Seacliffe Sub
Carrier Route	H070	Township Range Sect	8S-7W-12

TAX INFORMATION

Tax Parcel Number	8-71-10-396.000	% Improved	8%
Lot	162	Tax Area	3840
Legal Description	LOT 162 SEACLIFFE S/D 3RD ADD DB 1736-725 (129 MAP871.12-03)		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Assessed Value - Total	\$4,265	\$4,265	\$4,872
Assessed Value - Land	\$3,926	\$3,926	\$4,512
Assessed Value - Improved	\$339	\$339	\$360
Market Value - Total	\$28,430	\$28,430	\$32,480
Market Value - Land	\$26,170	\$26,170	\$30,080
Market Value - Improved	\$2,260	\$2,260	\$2,400
YOY Assessed Change (\$)	\$0	-\$607	
YOY Assessed Change (%)	0%	-12.46%	
Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$709		
2021	\$613	-\$96	-13.49%
2022	\$613	\$0	0%

CHARACTERISTICS

Land Use - CoreLogic	Commercial (NEC)	Lot Area	24,302
Land Use - State	Out Building	Lot Acres	0.5579

SELL SCORE

Value As Of	2023-03-05 04:38:21
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LISTING INFORMATION

MLS Listing Number	3261915	Pending Date	01/06/2014
MLS Status	Closed	Closing Date	01/31/2014
MLS D.O.M	282	Closing Price	\$46,500
MLS Status Change Date	02/10/2014	MLS List. Agent Name	Mgc.tolass-Susan Tolar
MLS Listing Date	03/13/2013	MLS List. Broker Name	SUSAN TOLAR REALTY
MLS Current List Price	\$59,900	MLS Selling Agent Name	Mgc.tolass-Susan Tolar
MLS Orig. List Price	\$99,900	MLS Selling Broker Name	SUSAN TOLAR REALTY

LAST MARKET SALE & SALES HISTORY

Settle Date	Tax: 07/26/2022 MLS: 01/31/2014	Document Number	2082-314
Owner Name	Lipscomb David A	Deed Type	Warranty Deed
Seller	Rice Michael J		

Sale/Settlement Date 07/26/2022

Nominal	Y	Y	
Buyer Name	Lipscomb David A	Rice Michael J	Mullins Brian G
			Dittman George W II & Mary S

Seller Name	Rice Michael J	Owner Record	Owner Record	Owner Record
Document Number	2082-314	1736-725	1703-475	501-46
Document Type	Warranty Deed	Deed (Reg)	Deed (Reg)	Deed (Reg)

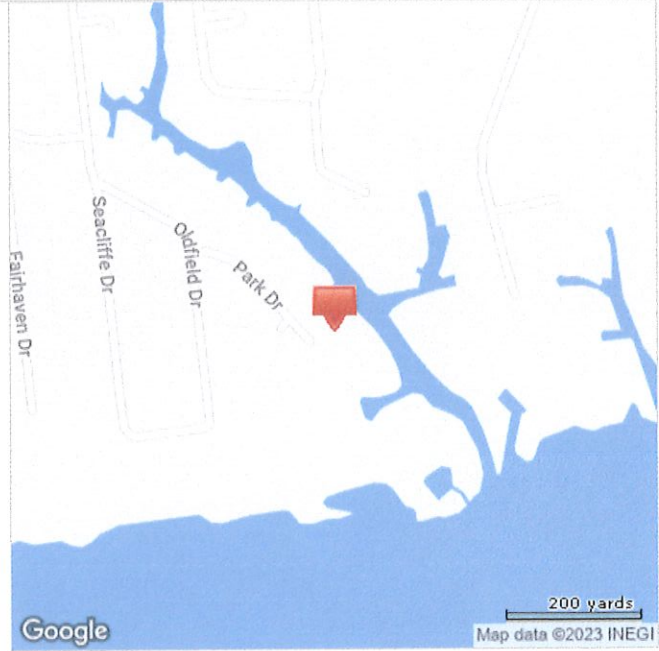
MORTGAGE HISTORY

Mortgage Date	03/09/2020
Mortgage Lender	Community Bk/Ms
Mortgage Type	Refi

PROPERTY MAP



*Lot Dimensions are Estimated



Park, Gautier, MS 39553, Jackson County

APN: 8-71-10-404.000 CLIP: 2782159585



Beds	Full Baths	Half Baths	MLS Sale Price	MLS Sale Date
N/A	N/A	N/A	\$100,000	07/26/2022
Bldg Sq Ft	Lot Sq Ft	Yr Built	Type	
N/A	43,141	N/A	COM-NEC	

OWNER INFORMATION

Owner Name	Lipscomb David A	Tax Billing Zip	39565
Tax Billing Address	2800 Starling Rd	Tax Billing Zip+4	8449
Tax Billing City & State	Vanceleave, MS		

LOCATION INFORMATION

Census Tract	410.02	Township Range Sect	8S-7W-12
Subdivision	Seacliffe Sub		

TAX INFORMATION

Tax Parcel Number	8-71-10-404.000	Tax Area	3840
Lot	162		
Legal Description	PARK AREA S OF LOT 162 3RD ADD TO SEACLIFFE S/D PB 9-51 DB 1779-185 (128 MAP871.12-03)		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Assessed Value - Total	\$5,261	\$5,261	\$6,047
Assessed Value - Land	\$5,261	\$5,261	\$6,047
Market Value - Total	\$35,070	\$35,070	\$40,310
Market Value - Land	\$35,070	\$35,070	\$40,310
YOY Assessed Change (\$)	\$0	-\$786	
YOY Assessed Change (%)	0%	-13%	
Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$880		
2021	\$756	-\$123	-14.03%
2022	\$756	\$0	0%

CHARACTERISTICS

Land Use - CoreLogic	Commercial (NEC)	Lot Area	43,141
Land Use - State	Out Building	Lot Acres	0.9904

SELL SCORE

Value As Of	2023-03-05 04:38:21
-------------	---------------------

LISTING INFORMATION

MLS Listing Number	4016680	Pending Date	07/18/2022
MLS Status	Closed	Closing Date	07/26/2022
MLS D.O.M	74	Closing Price	\$100,000
MLS Status Change Date	07/26/2022	MLS List. Agent Name	Mgc.tolass-Susan Tolar
MLS Listing Date	05/05/2022	MLS List. Broker Name	SUSAN TOLAR REALTY
MLS Current List Price	\$119,500	MLS Selling Agent Name	Mgc.tolass-Susan Tolar
MLS Orig. List Price	\$139,000	MLS Selling Broker Name	SUSAN TOLAR REALTY

MLS Listing #	3286043	3279204	3269562	3250071
MLS Status	Closed	Expired	Expired	Closed
MLS Listing Date	02/19/2015	07/21/2014	10/16/2013	03/10/2012
MLS Listing Price	\$56,500	\$59,900	\$69,900	\$107,900
MLS Orig Listing Price	\$56,500	\$68,000	\$69,900	\$107,900
MLS Close Date	04/23/2015			03/06/2013
MLS Listing Close Price	\$45,000			\$95,000

LAST MARKET SALE & SALES HISTORY

Settle Date	07/26/2022	Document Number	2082-314
Owner Name	Lipscomb David A	Deed Type	Warranty Deed
Seller	Rice Michael J		

Sale/Settlement Date	07/26/2022			
Nominal		Y	Y	
Buyer Name	Lipscomb David A	Rice Michael J	Mullins Brian G	Dittmann George W II
Seller Name	Rice Michael J	Owner Record	Owner Record	Owner Record
Document Number	2082-314	1779-185	1703-475	548-592
Document Type	Warranty Deed	Deed (Reg)	Deed (Reg)	Deed (Reg)

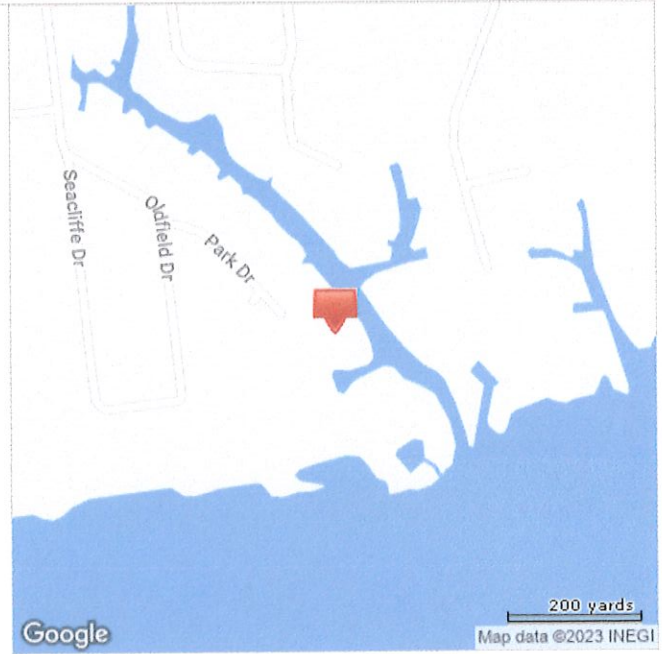
MORTGAGE HISTORY

Mortgage Date	07/21/2021
Mortgage Lender	Community Bk/Ms
Mortgage Type	Refi

PROPERTY MAP



*Lot Dimensions are Estimated



STATE OF MISSISSIPPI

COUNTY OF JACKSON

PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, OLDFIELD, INC., a Mississippi corporation, and HARRY E. KREBS, individually, being the owners of all that certain land and property lying and being situated in Jackson County, Mississippi, known as "THIRD ADDITION TO SEACLIFFE SUBDIVISION" according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 9, Page 51, and being desirous of imposing certain restrictive and protective covenants upon said land for the protection of itself and all future purchasers and owners of residential lots lying within said subdivision, do hereby impose on said land the following restrictive covenants, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for the use of the occupants of such single-family dwelling.

2. No dwelling shall be permitted on any lot at a cost of less than \$15,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials

substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,100 square feet for a one-story dwelling. For two story or tri-levels, the total area of dwelling shall not be less than 1,200 square feet, exclusive of porches, garages or carports.

3. No building shall be located on any lots in said subdivision nearer than 25 feet to the front lot line. No building shall be located nearer than 10 feet to a side or interior lot line, except that attached garages or carports shall not be less than 5 feet from a side lot line. For the purpose of this covenant, steps, eaves and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

5. No noxious or offensive activity shall be carried on any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the restriction as to the dividing line between said adjoining lots shall not apply insofar as it restricts the placing of any dwelling nearer than 10 feet to a side lot line, but all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

8. No dwelling shall be erected or placed on any lot having a width of less than 34 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet, it being the intention that lots or any part thereof in this subdivision may be re-subdivided, any part or parts of said lots may be used for street purposes in said re-subdividing of lots.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

10. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

11. No fence shall be permitted on front of any lot to a point beyond the front sill line of the house.

12. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, WE HAVE HEREUNTO set our hands and seals, this the 3rd day of April, A. D., 1968.

OLDFIELD, INC.

HARRY L. KREBS, Individually

BY HARRY L. KREBS, President

BY JANELL PORTER KREBS
Secretary-Treasurer

STATE OF MISSISSIPPI

COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HARRY L. KREBS and JANELL PORTER KREBS, personally known to me to be the President and Secretary-Treasurer, respectively, of OLDFIELD, INC., a corporation, who severally acknowledged to me that they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, for and on behalf of said corporation, as its act and deed, after being first duly authorized so to do.

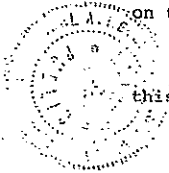
GIVEN under my hand and official seal of office, this the 3rd day of April, A. D., 1968.

My Commission Expires July 14, 1978
CARL A. MEGENT, Notary Public
JACKSON COUNTY, MISSISSIPPI

Carl A. Megent
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED before me, the undersigned authority in and for the jurisdiction aforesaid, the within named HARRY L. KREBS, who acknowledged to me that he signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned.



GIVEN under my hand and official seal of office, this the 2nd day of May, A. D. 1968.

My Commission Expires July 14, 1970
CARL A. MEGEHEE, Notary Public
JACKSON COUNTY, MISSISSIPPI

Carl A. Megehee
NOTARY PUBLIC

STATEMENT OF FEES

STATE OF MISSISSIPPI — JACKSON COUNTY

Filing 5c
Recording Wds.
@ 15c per 100
Certificate 50c
Indexing 15c for
each separate Subdivision
Total Fees \$17.80

I, Wilbur G. Dees, Clerk of the Chancery Court of said County, certify that the within instrument was filed in my office for record on the 1st day of May 1968 at 2:45 o'clock P. M. and was duly recorded on the 2nd day of May 1968 in Land Deed Book No. 331 Page 405-408 in my office.
GIVEN under my hand and seal of office, this 2nd day of May A.D. 1968
WILBUR G. DEES, Chancery Clerk
Wilbur G. Dees



STATE OF MISSISSIPPI

Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

Mississippi Regional General Permit Program

Certification Number: DMR23-000169

Date: March 27, 2023

Issued to: David Lipscomb
2500 Starling Road
Vanceleave, MS 39565

Project Description: Boathouse

Project Location: Unnamed canal adjacent to Mississippi Sound
1404 Park DR
Gautier, MS

DMR Project Manager: Brett James
228-523-4105
brett.james@dmr.ms.gov

NOTICE: Read this document carefully. Failure to follow the listed conditions can result in substantial fines and penalties.

This document serves as certification that the subject activity has been reviewed by the Mississippi Department of Marine Resources (MDMR) and is found to be in compliance with the Mississippi Coastal Wetlands Protection Act, MS Code § 49-27-1 et seq., as amended, and United States Army Corps of Engineers (USACE), Mobile District, Mississippi General Permits* MSGP-02 dated May 17, 2018. It is issued under the provisions of federal and state laws for the protection of coastal wetlands within the State of Mississippi. **This certification does not relieve you of other federal, state, or local authorizations that may be required.**

The following activities and impacts are authorized by this certification as indicated on the attached approved diagram:

1. Construction of an open-sided boathouse 28 feet in length, 26 feet in width, and no more than 25 feet above mean high tide in height over unvegetated waterbottoms
2. Construction of one or more enclosed storage area(s) within the footprint(s) of the pier(s) and boathouse(s) authorized above or any previously permitted or existing pier(s) and boathouse(s) not to exceed a combined total of 100 square feet in area

The applicant must abide by specific conditions as listed below in addition to general conditions as found in the USACE, Mobile District, Mississippi General Permits* dated May 17, 2018.

Any deviations beyond the above-authorized dimensions, the project footprint as shown on the attached approved diagram, or the specific conditions as set forth below will be considered a violation and may result in the revocation of the permit. Violations of these conditions may be subject to fines, project modifications, and/or site restoration. Both the permittee and the contractor may be held liable for such violations or for conducting unauthorized work. A modification to the project dimensions or footprint or to these conditions may be requested by submitting a written request along with a revised project diagram to the MDMR. Proposed modifications to project dimensions, footprint, or conditions must be approved in writing prior to commencement of work.

The specific conditions of this certification are as follows:

1. All authorized structures (including mooring pilings) must:
 - a. Be marked with reflectors and/or lights to avoid navigational hazards
 - b. Be constructed from steel, concrete, plastic, vinyl, or timber treated to meet appropriate marine conditions
 - c. Be open-sided except for the above-described enclosed storage area(s) no more than 100 square feet in area
 - d. Not be more than 25 feet above mean high tide in height
 - e. Not extend further than 25% of the distance across the waterbody
 - f. Not be a hazard to navigation
 - g. Not provide more than 5 boat berthing areas (including those for personal watercraft)
 - h. Not provide for the permanent mooring of houseboats
 - i. Not include fueling facilities, toilets, habitable structures, or activities that produce "gray water"
 - j. Not be constructed from materials containing creosote
2. All authorized activities must:
 - a. Use Best Management Practices (BMPs) at all times during construction, including, but not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site
 - b. Be conducted in a manner that minimizes the discharge of turbid waters into Waters of the State (Turbidity outside the limits of a 750-foot mixing zone must not exceed the ambient turbidity by more than 50 Nephelometric Turbidity Units)
 - c. Have appropriate wastewater permits and/or approvals for the proposed activity in place prior to the commencement of construction activities
 - d. Have appropriate stormwater permits, approvals, and/or measures in place prior to the commencement of construction activities (For projects greater than five acres of total ground disturbances including clearing, grading, excavating, or other construction activities, the applicant shall obtain the necessary coverage under the State of Mississippi's Large Construction Storm Water General NPDES Permit; For projects greater than one to less than five acres of total ground disturbance including clearing, grading, excavating or other construction activities, the applicant shall follow the conditions and limitations of the State of Mississippi's Small Construction Storm Water General NPDES Permit)
 - e. Not result in construction debris, sewage, oil, refuse, other pollutants, or unauthorized fill material entering Coastal Wetlands or Waters of the State
 - f. Not impact wetlands, submerged aquatic vegetation, or shellfish beds unless specifically authorized above
3. Completion of the above-authorized activities and impacts must be reported to the MDMR through one of the methods listed below within 30 days of completion so that compliance checks may be conducted by MDMR staff:
 - a. By visiting your account at <https://www.citizenserve.com/Portal/?installationid=309>
 - b. By calling or emailing the MDMR Project Manager listed on the first page of this authorization

Work authorized by this certification must be completed on or before: March 27, 2024.

Issuance of this certification by MDMR does not release the applicant from other legal requirements including but not limited to other applicable federal, state, or local laws, ordinances, zoning codes, or other regulations, including a possible Tidelands Lease from the MS Secretary of State's Office, required City or County construction setbacks, or building permits from the City or County where the project is located. A list of contacts has been provided for your assistance in determining whether any further certifications are required.

This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands and does not authorize invasion of private property or rights in property.

It is the responsibility of the applicant or property owner and their contractors and authorized agents to construct all authorized structures in a manner that does not impede access to riparian/littoral zones of adjacent property owners or other property owners in the vicinity (see MS Code Annotated § 49-15-9, enclosed). Failure to adhere to this could result in legal action by the affected parties. The MDMR does not make property or riparian/littoral boundary determinations.

Please notify this Department upon completion of the permitted project so that compliance checks may be conducted by MDMR staff.

THIS CERTIFICATION IS EFFECTIVE IMMEDIATELY.

 - 2023.03.27
14:18:55 -05'00'

Willa J. Brantley
Director, Bureau of Wetlands Permitting
MS Department of Marine Resources

WJB / bj

Attachments: Approved Diagrams
General Permits
MS Code Annotated - 49-15-9

CC: MS Team Leader USACE
Ms. Florance Bass, OPC
Mr. Raymond Carter, SOS

* General Permits for Minor Structures and Activities in the State of Mississippi and Outer Continental Shelf Waters off the Coast of Mississippi Within the Regulatory Boundaries of the Mobile District, U.S. Army Corps of Engineers (This document can be accessed on the MDMR website at http://dmr.ms.gov/images/permitting/General_Permits_2018.pdf)



87110396.000 RICE MICHAEL J

PIDN: 87110396.000

GISP: 871.12-03-0129.00

Owner Information

Percent of Ownership: 100

Name: RICE MICHAEL J

Name 2:

Mailing Address: 19625 ROBALO WAY
MOSS POINT MS
39562

Site Address: 1404 PARK DR GAUTIER

Land Information

Section: 12 Acreage: 0

Township: 8

Range: 7

Street Name PARK
DR

Value and Tax Information

Total Assessed Value: 4265

Total Appraised Value: 28430

Improvement Value: 2260

Land Value: 26170

Tax Amount: 613

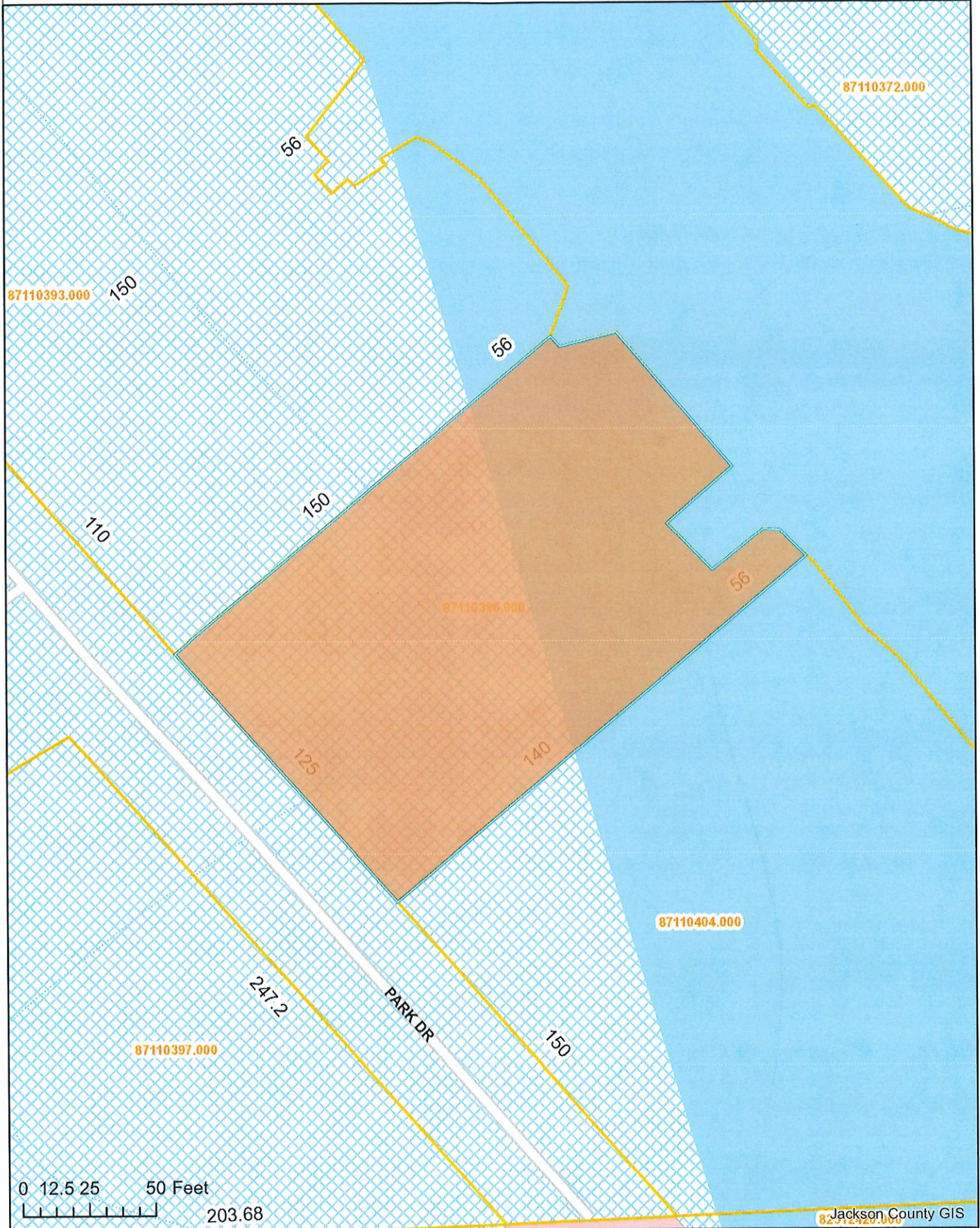
SQ FT: 0 Year Built:

Legal Description

Description: LOT 162 SEACLIFFE S/D 3RD ADD DB
1736-725 (129 MAP871.12-03)

Deed Book / Page: 1736 / 725

87110396.000 RICE MICHAEL J



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

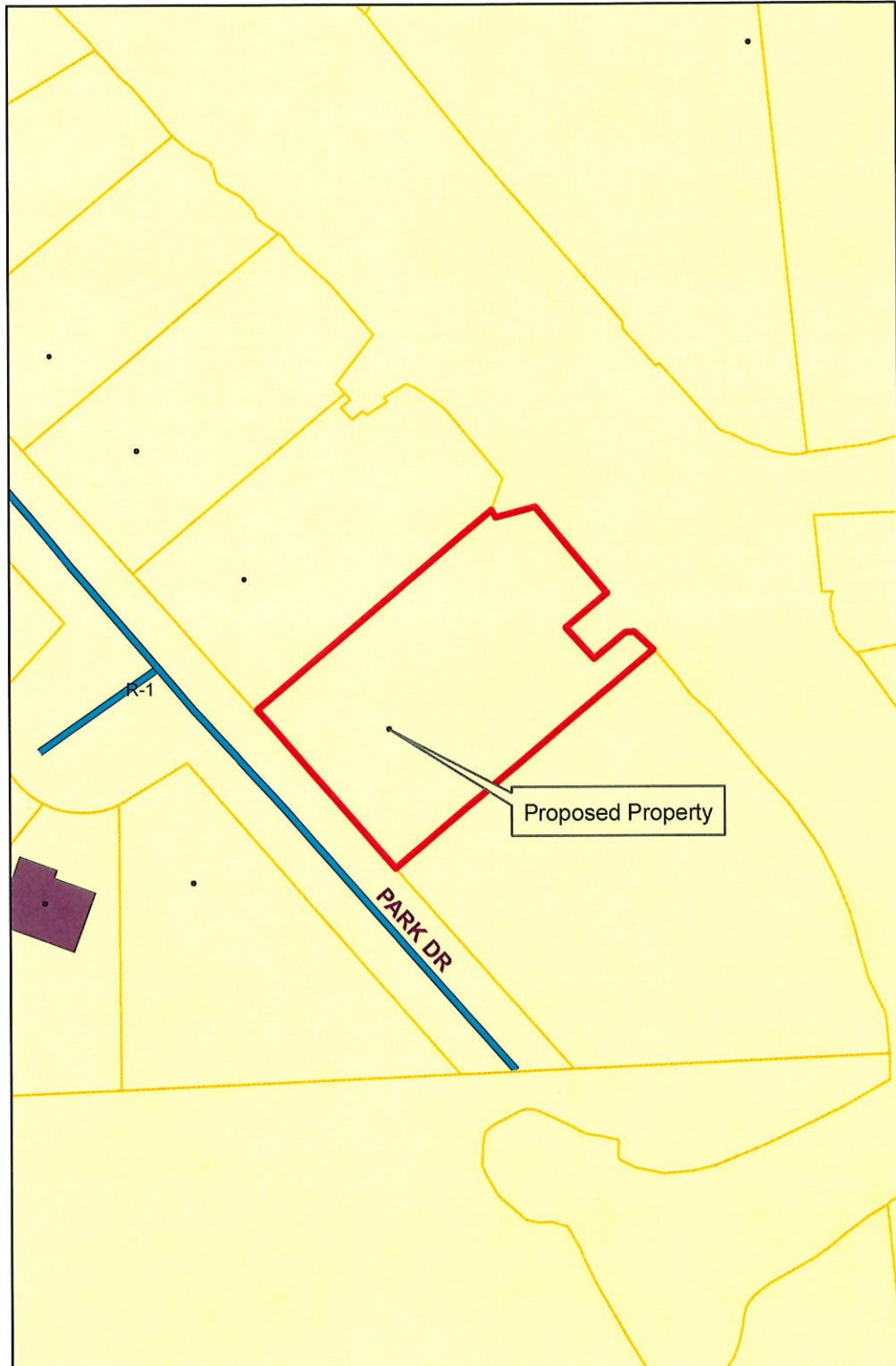


Exhibit C

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

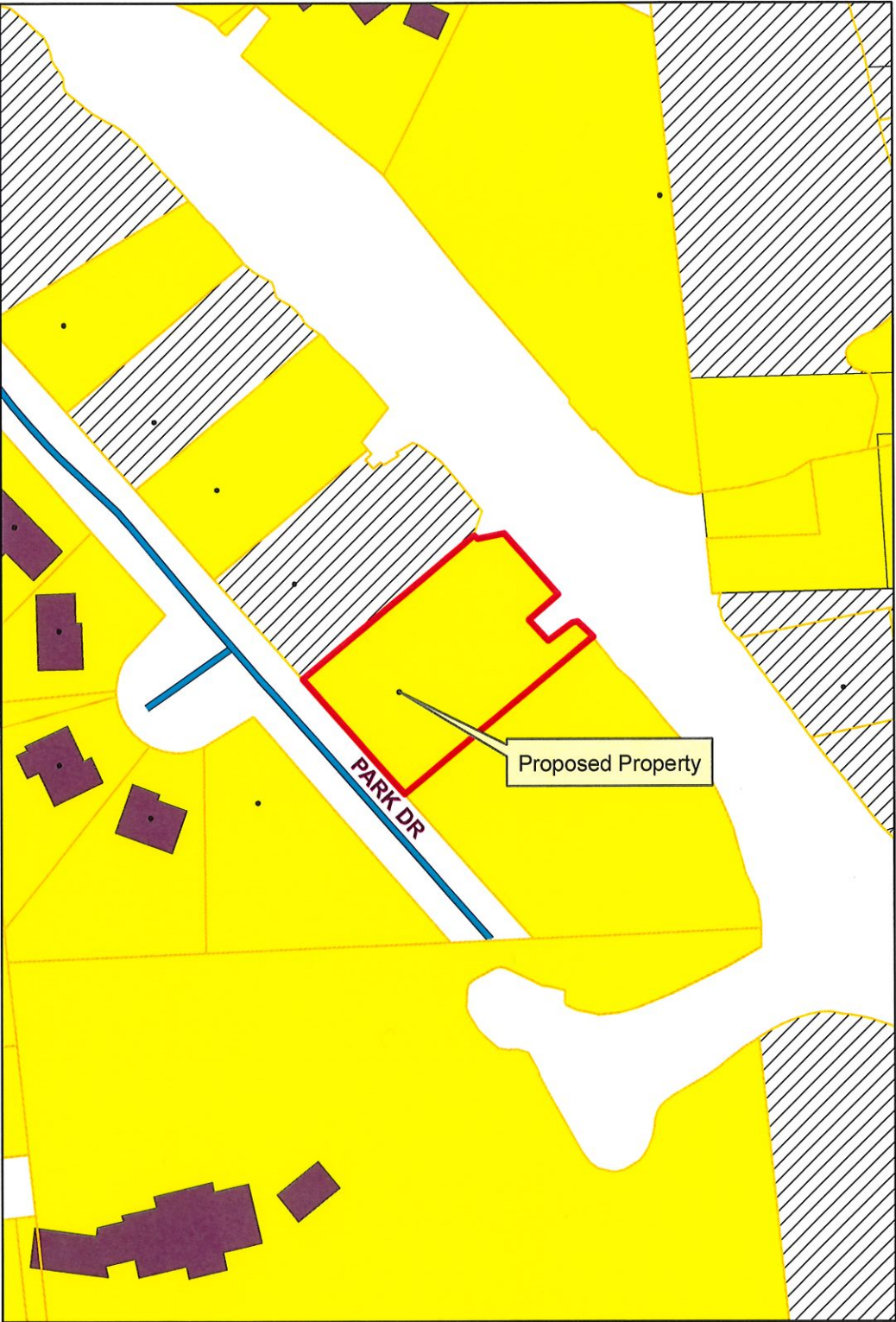


Exhibit D Future Land-Use

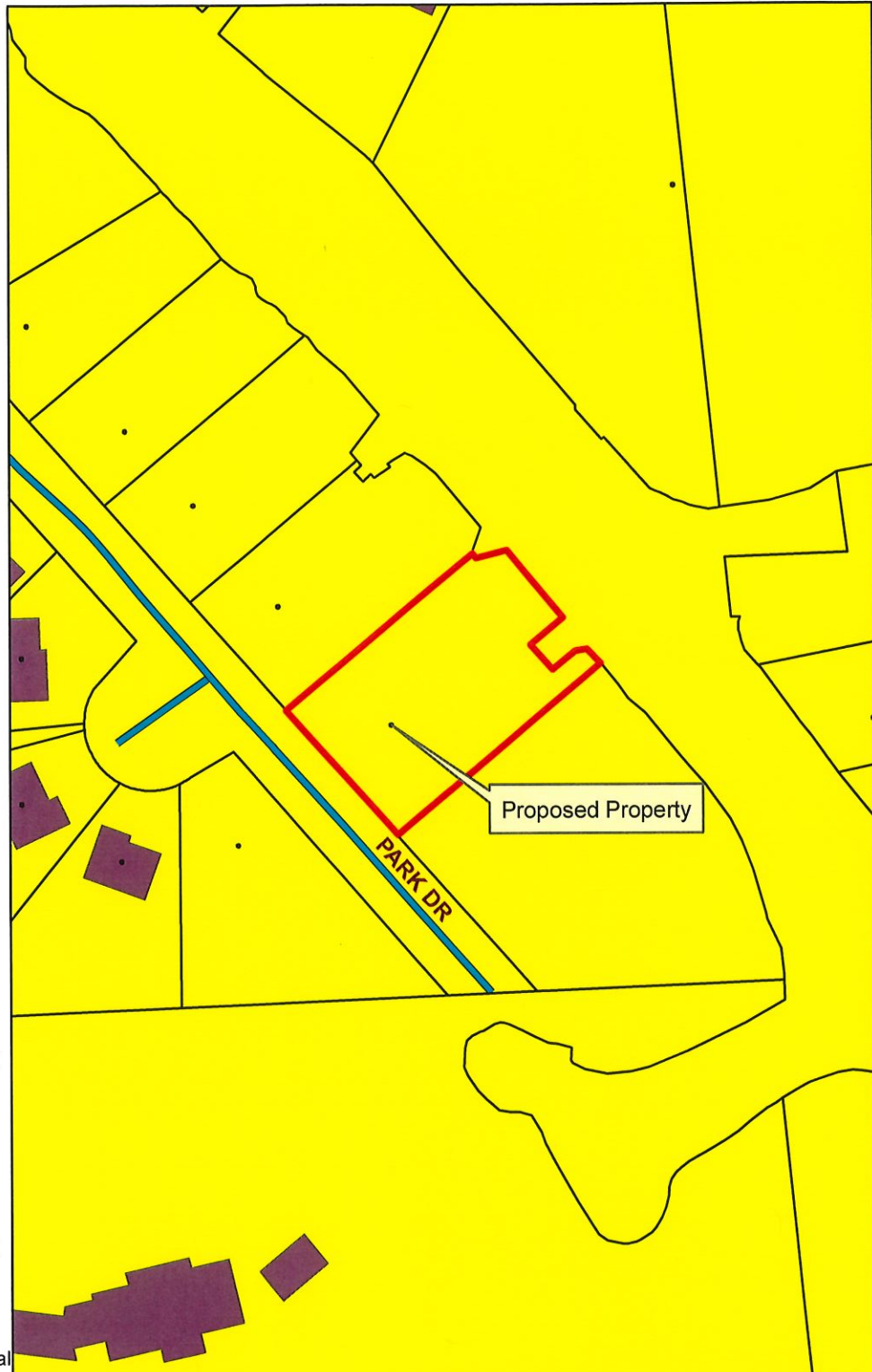
Prepared By:
City of Gautier
Planning Department

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 #5
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Consideration of a Conditional Use-Major Permit that would allow a recreational vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3124 Mary Walker Drive, Gautier, MS (GPC #23-19-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District, 3124 Mary Walker Drive, (GPC #23-19-CU) (PID #87010052.000)

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

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 23-19-CU
3124 MARY WALKER DR – MURC-MW MIXED USE RECREATION-COMMERCIAL –
MARY WALKER ZONING DISTRICT
REGARDING PARCEL ID NO: #87010052.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow a recreational vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District was submitted by Stacy Coleman and Brandi Young and

WHEREAS, the parcel subject to this Permit is located at 3124 Mary Walker Drive, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its June 1, 2023 meeting, held a public hearing on this matter; and

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

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a church, is permitted as a Conditional Use-Major in a MURC-MW Mixed Use Recreational Commercial – Mary Walker Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for recreational vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreational Commercial – Mary Walker Zoning District.

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

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

Motion was made by **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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2023
Subject: Consideration of a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, (GPC #23-19-CU)

REQUEST:

The Planning Department has received a request from Stacy Coleman & Brandi Young for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, PID #87010052.000, (GPC #23-19-CU). The application fee of \$250 was paid on May 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.
Location: 3124 Mary Walker Drive, PID #87010052.000 (See Exhibit A)
General features of the proposed project: Total Area: Approximately 0.43 Acres
Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
Existing Land Use – Mobile Home
Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in the MURC-MW Mixed Use Recreation Commercial – Mary Walker District.

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

Applicant Response: RVs already in the area.

Staff Finding: The proposed use is allowed in a MURC-MW zoning district with a Major Conditional Use.

Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes.

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

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

Applicant Response: No.

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

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

Applicant Response: It will conform to all applicable district regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the request based on the evidence presented meets the criteria of the UDO.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.1.23 (#23-19-CU)
2. Complete Packet 23-19-CU

Excerpt from June 1, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District at 3124 Mary Walker Drive. PID #87010052.000, (GPC #23-19-CU).

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

REQUEST:

The Planning Department has received a request from Stacy Coleman & Brandi Young for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, PID #87010052.000, (GPC #23-19-CU). The application fee of \$250 was paid on May 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3124 Mary Walker Drive, PID #87010052.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.43 Acres
3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
4. Existing Land Use – Mobile Home
5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in the MURC-MW Mixed Use Recreation Commercial – Mary Walker District.

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

Applicant Response: RVs already in the area.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes.

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

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

Applicant Response: No.

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

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

Applicant Response: It will conform to all applicable district regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Commissioner Davis asked why the request was a Major Conditional Use.

Mr. Ankerson explained that the Use Table in the UDO lists Major Conditional Uses and Minor Conditional Uses and an RV on an individual lot in this district is listed as a Major Conditional Use.

Commissioner Davis asked if mobile homes were allowed in the district.

Mr. Ankerson stated that mobile homes are not allowed in this district unless it is replacing an existing mobile home and has the same owner as when the ordinance went into effect.

Chairman Jamison asked the applicants to present their case.

Brandi Young, applicant, explained that they currently have an RV in the park across from the property and would like to move it to the individual lot. There is an old mobile home on the property, and they plan to remove it and clean up the property before they move the RV. The RV will not be rented out. It is for personal use only. She said they had been on the property across the street for about a year and pay rent at that property. They are business owners in Petal and come down about every weekend. They hope to move there after retirement.

Chairman Jamison noted there were a lot of campers in that area.

Commissioner Decoteau asked Mr. Ankerson if the mobile home had to be moved before the RV could be placed there.

Mr. Ankerson stated that it depended on the district and what is allowed on each individual parcel. In an R-1 District that would be the case but this is a MURC-MW so there could be multiple uses on one parcel in this district. He also said that the mobile home was most likely condemnable.

Ms. Young said they were definitely planning on moving the old mobile home before putting the RV on the property.

Mr. Ankerson told Commissioner Decoteau that because the property and mobile home is in the shape that it is there would be an open code file on the property and a permit could not be issued until the code issues were taken care of.

Commissioner McManus asked if the RV was one that could be driven or was it like a fifth wheel.

Ms. Young said it was a pull behind but if their request is approved, they will probably get a brand-new RV and that it would be a fifth wheel or a pull behind.

Commissioner McManus if they would be able to evacuate during a storm.

Stacy Coleman, applicant, said yes, it would be something they could move for a storm.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend approval of the request based on the evidence presented meets the criteria of the UDO.

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

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

ABSENT: **Chris Hoover**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 1, 2023

GPC #23-19-CU

Stacy Coleman & Brandi Young

3124 Mary Walker Drive

VII. NEW BUSINESS

2. Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, PID #87010052.000, (GPC #23-19-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 19, 2023

Subject: Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. (GPC #23-19-CU)

REQUEST:

The Planning Department has received a request from Stacy Coleman & Brandi Young for a Conditional Use-Major that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial - Mary Walker Zoning District. 3124 Mary Walker Drive, PID #87010052.000, (GPC #23-19-CU). The application fee of \$250 was paid on May 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3124 Mary Walker Drive, PID #87010052.000 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.43 Acres
3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
4. Existing Land Use – Mobile Home
5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in the MURC-MW Mixed Use Recreation Commercial – Mary Walker District.

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

Applicant Response: RVs already in the area.

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

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

Applicant Response: No.

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

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

Applicant Response: No.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes.

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

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

Applicant Response: No.

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

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

Applicant Response: It will conform to all applicable district regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

23-19-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:

Conditional Use - Major

FEE:

\$251.00

TO BE HEARD BY PLANNING DIRECTOR:

Conditional Use - Minor

FEE:

\$251.00

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

Name of Applicant:

Stacy Coleman + Brandi Young

Name of Business:

Phone:

601-319-4426
601-408-6852

Property Address:

3124 Mary Walker Dr.

Mailing Address (if Different):

1165 Hwy 11, Petal MS

E-Mail Address:

stacy.coleman63@yahoo.com

39465

Proposed Use Requiring Conditional Use:

R-V in MURC-MW.

(Refer to Article V, UDO)

Proposed Location is:

☐

New Build

☐

Existing (with no modifications)

☐

Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

- ☒ 1. Answers to the Criteria for Approval (see attached).
- ☒ 2. Project Narrative (see attached).
- ☒ 3. Diagram of intended use (see attached).
- ☐ 4. Copy of protective covenants or deed restrictions, if any.
- ☐ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ☐ 6. Any other information requested by the Planning Director.
- ☒ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s):

Brandi Young

Date of Application:

5/10/23

FOR OFFICE USE ONLY

Date Received 5-11-23 Verify as Complete

BL

Fee Amount Received 251.00 Initials of Employee Receiving Application

BL

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:

Conditional Use - Major _____ FEE: \$251.00

TO BE HEARD BY PLANNING DIRECTOR:

Conditional Use - Minor _____ FEE: \$251.00

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

Applicant: Stacy Coleman & Brandi Young

Address: _____ Phone: _____

Address: 3124 Mary Walker Dr. Mailing Address (if Different): _____

Address: Stacy Coleman 63 @ yahoo com

Reason Requiring Conditional Use: _____ (Refer to Article V, UDO)

Application is: ☐ New Build ☐ Existing (with no modifications) ☐ Existing (with proposed modifications)

DOCUMENTS REQUIRED AS APPLICABLE:

1. Answers to the Criteria for Approval (see attached).
2. Project Narrative (see attached).
3. Diagram of intended use (see attached).
4. Copy of protective covenants or deed restrictions, if any.
5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
6. Any other information requested by the Planning Director.
7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Applicant(s): Stacy Coleman Date of Application: 5/10/23
Brandi Young

FOR OFFICE USE ONLY

Date Received _____ Verify as Complete _____

Fee Amount Received

Initials of Employee Receiving Application

I, Anna Cumbest, the fee simple owner(s) of the following described property:

Address:	<u>3124 MARY WALKER DR</u>
	<u>GAUTIER MS 39553-5710</u>
Parcel ID No.:	<u>870 100 52.000</u>

hereby petition to the City of Gautier to Grant a Conditional Use Major or Minor of R-V in MURC. MW (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Stacy Coleman & Brandi Young (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

Anna Cumbest by Donald W. Cumbest II as P.O.A.
 (Owner's Signature) (Owner's Signature) Coahoma County
Book 2023 Page 27

Notary Information:

The foregoing instrument was acknowledged before me this 10th day of May, 2023 by Donald Cumbest, II, who is personally known to me or has produced MS DL as identification and who did take an oath.

Evangeline Scheider
 (Printed Name of Notary Public)

Evangeline Scheider
 (Signature of Notary Public)

Commission # 168724. My commission expires 12/19/23.

(Notary's Seal)



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

MAJOR **CONDITIONAL USE CRITERIA FOR APPROVAL**

Answer
questions

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans.
RVS already in the area
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *No*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain. *No*
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *yes*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how. *yes*
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. *no*
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *It will conform to all applicable district regulations.*

MINOR **CONDITIONAL USE CRITERIA FOR APPROVAL**

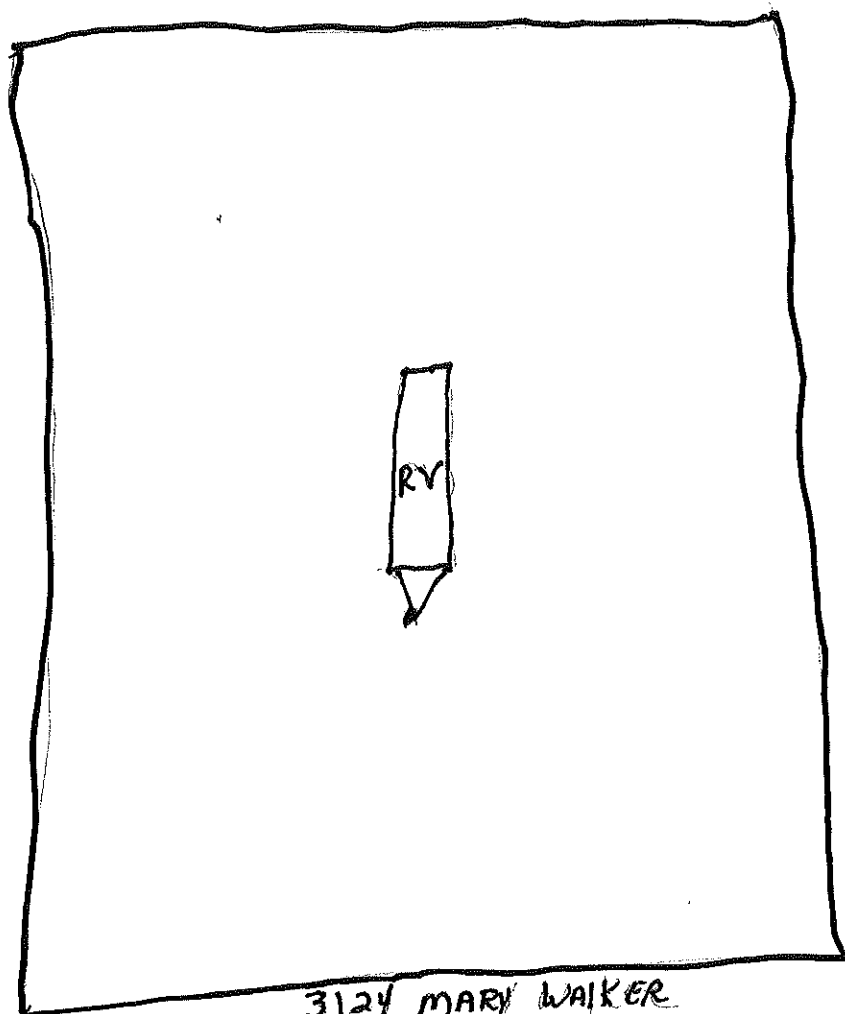
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health,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

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

NARRATIVE

This land will be used for parking RV. for weekend recreational use mainly. we are removing the dilapidated mobile home and cleaning up the property to help beautify the town of Gautier Ms, and this area. RV will be parked there fulltime.

Approximate $\frac{1}{2}$ ACRE (.433)



3124 MARY WALKER

MARY WALKER

87010052.000 CUMBEST ANNA BELLE

PIDN: 87010052.000
GISP: 769.32-04-0121.00

Owner Information

Percent of Ownership: 100
Name: CUMBEST ANNA BELLE
Name 2:
Mailing Address: 707 WATTS AVE
PASCAGOULA MS
39567

Site Address: 3124 MARY WALKER DR GAUTIER

Land Information

Section: 32 Acreage: 0.43
Township: 7
Range: 6
Street Name MARY WALKER
DR

Value and Tax Information

Total Assessed Value:	1622	Total Appraised Value:	10810
Improvement Value:	2550	Land Value:	8260
Tax Amount:	233	SQ FT:	0
		Year Built:	1995

Legal Description

Description: BEG S/M LOT 1 BLK F INTERS CENTE
R WILLOW ST W 98' TO E/M CYPRESS
ST NLY ALG ST 168' E 128.5' TO
CENTER VACATED WILLOW ST SLY ALG
CENTER VACATED WILLOW ST 165' T
O POB PT LOT 1 & PT W1/2 VACATED
WILLOW ST BLK F RIVER OAKS ST D
B 400-64 DB 694-572 (121 Map769.
32-04)

Deed Book / Page: 400 / 64

87010052.000 CUMBEST ANNA BELLE

87010018.000

87420101.025

87420126.000

87420131.010

87420131.000

87420043.000

87420030.000

87420024.000

87420016.000

87420015.000

87420014.050

87420025.000

87420027.000

87420014.000

RIVER OAKS DR

MARY WALKER DR

WILLIS ST

87010049.000

87010051.000

87010054.000

87010052.000

87010065.000

87010062.000

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85010134.000 85010136.000 85010142.000 85010140.000 85010144.000 85010143.050 85010146.000

Jackson County GIS

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

5/15/2023

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

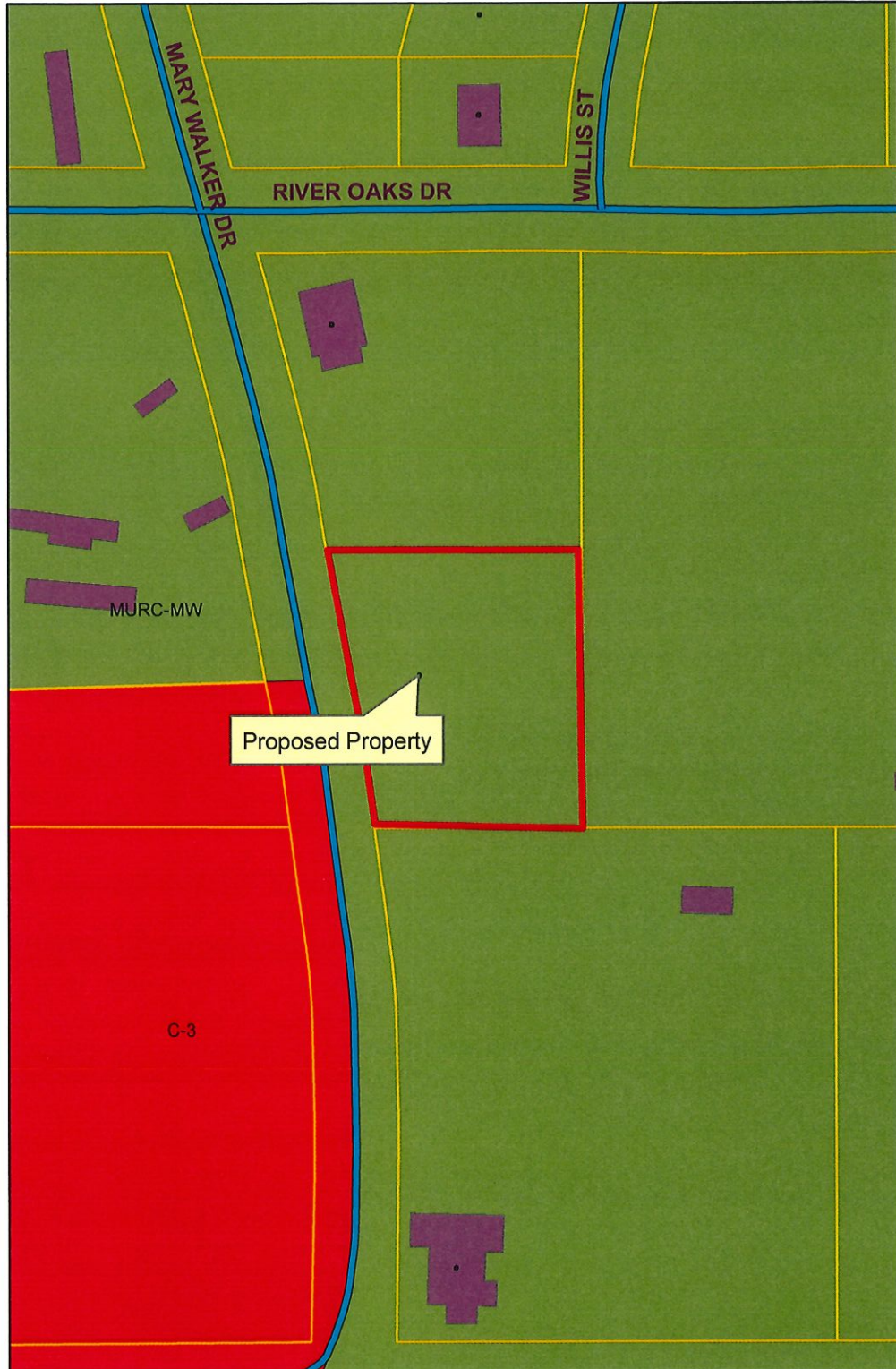


Exhibit C Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

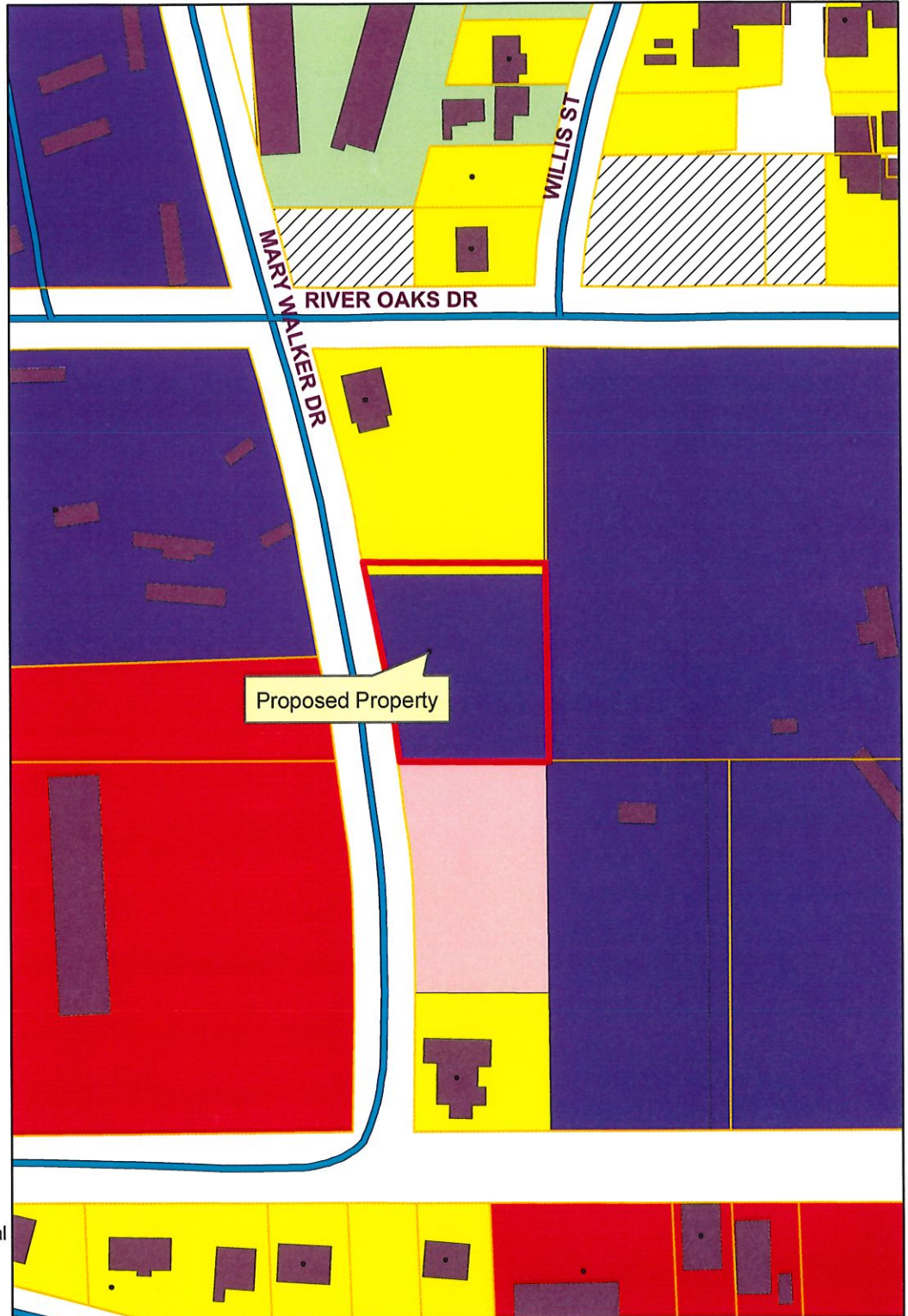


Exhibit D

Future Land-Use

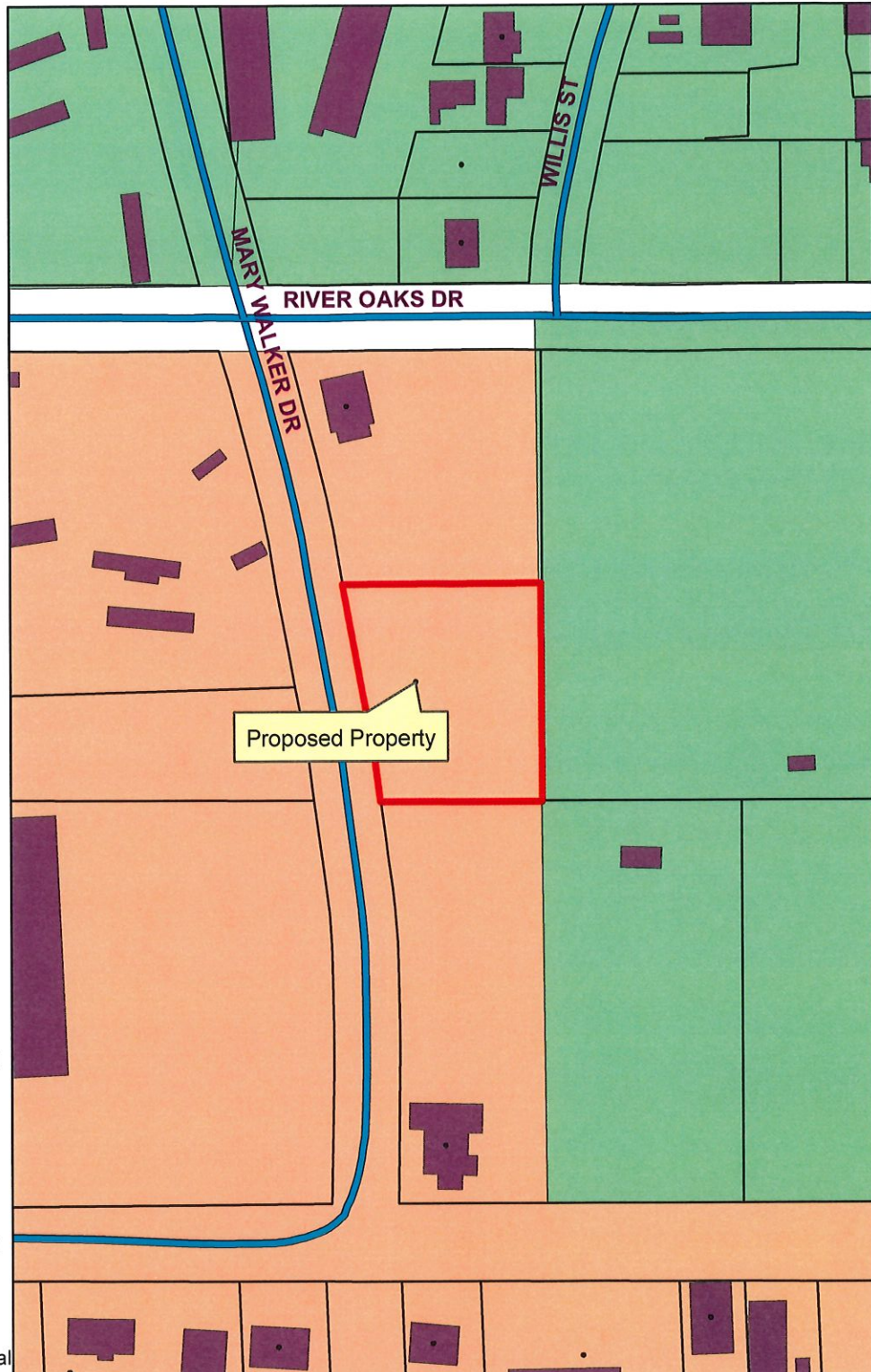
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. Tradewinds Drive, Gautier, MS (GPC #23-20-SE)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. Tradewinds Drive, Gautier, MS (GPC #23-20-SE) (PID #86300014.050)

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 23-20-SE
TRADEWINDS DRIVE – SPECIAL EXCEPTION FOR APPLICANT
THAT WOULD ALLOW AN ACCESSORY STRUCTURE TO BE
LOCATED ON A LOT WITHOUT A PRIMARY STRUCTURE
IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 86300014.050**

WHEREAS, an application for a Special Exception Permit to allow the applicant to build an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District was submitted by Robert H. Brown; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on Tradewinds Drive, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its June 1, 2023 meeting, held a public hearing on this matter; and

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

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Robert H. Brown on May 16, 2023 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/14/2023
Subject: Consideration of a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential District. Tradewinds Drive, PID #86300014.050, (GPC #23-20-SE)

REQUEST:

The Planning Department has received a request from Robert H. Brown for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District on Tradewinds Drive, PID #86300014.050. (GPC #23-20-SE). The application fee of \$250 was paid on May 16, 2023. All public notice requirements have been met.

BACKGROUND:

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

Location: Tradewinds Drive, PID #86300014.050 (See Exhibit A)(NOTE: Lot is across street from applicant's residence)

General features of the proposed project: Lot Size: Approximately 0.24 acres

Potable Water and Wastewater Services: Existing at current location

Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential

Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential

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

DISCUSSION:

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

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

Applicant Response: I would like covered storage for my boat. I currently have to use a loud noisy leaf blower to clean it daily.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The variance would not cause any diminution of the property value surrounding. In fact it will raise my property tax. Metal carports are common throughout my local neighborhood. I can count at least 6 within a block.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *Based on the 30° inclination to the bayou this would make use of the land not previously useable. Also boat storage carports are very common within eyesight of my lot.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

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

district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

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

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

The property changes ownership

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

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the Special Exception as presented with the exception that the owner provide a noise barrier to the west for the scuba tank compressor, and the carport is to be located on the west side of the existing accessory structure.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

- 1. Excerpt GPC Meeting 6.1.23 (#23-20-SE)
- 2. Complete Packet 23-20-SE

Excerpt from June 1, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District on Tradewinds Drive, PID #86300014.050. (GPC #23-20-SE).

Chairman Jamison asked what the address of the property was.

Scott Ankerson, Planning Director, explained that the property had no address because there was no primary structure on it. The property is across the street from 2330 Tradewinds, the applicant's primary residence. Mr. Ankerson gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Robert H. Brown for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District on Tradewinds Drive, PID #86300014.050. (GPC #23-20-SE). The application fee of \$250 was paid on May 16, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: Tradewinds Drive, PID #86300014.050 (See Exhibit A)
(NOTE: Lot is across street from applicant's residence)
2. General features of the proposed project:
Lot Size: Approximately 0.24 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: I would like covered storage for my boat. I currently have to use a loud noisy leaf blower to clean it daily.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The variance would not cause any diminution of the property value surrounding. In fact it will raise my property tax. Metal carports are common throughout my local neighborhood. I can count at least 6 within a block.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *Based on the 30° inclination to the bayou this would make use of the land not previously useable. Also boat storage carports are very common within eyesight of my lot.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked Mr. Ankerson for some clarification on the request. She said she went and looked at the property and the property where the notification sign was has a carport, a house-type shed thing, and a boat thing on it. She wanted to know why we were saying it does not have a structure on it.

Mr. Ankerson explained that there isn't a primary structure on the property. There is a shed but not a house.

Chairman Jamison asked where the owners of the property lived.

Mr. Ankerson told her the owner lived directly across the street on the corner.

Chairman Jamison asked how there was a house-like shed, a boathouse, and a carport on the property, but no primary residence.

Mr. Ankerson advised that the applicant was asking for permission to place/keep the carport on the property. He stated that there was a Special Exception granted for the boathouse and pier on June 5, 2008.

Chairman Jamison noted that the lot was small and asked since there wasn't a primary structure did it matter how much building square footage was on the lot.

Mr. Ankerson said that since the request was a Special Exception, it was up to the Commissioners to approve what they wanted.

Chairman Jamison asked the applicant to present his case.

Bob Brown, the applicant, said the little building was there when he bought the property, and it does have a bathroom in it. He wants to put the carport next to it on the wooden deck. The posts on the deck were actually dug out with a backhoe and a cement truck poured the footings. He said it was really strong.

Commissioner Davis asked if he understood that he was going to put the metal carport over the deck and put the boat on it. He asked if it was strong enough to support the boat.

Mr. Ankerson advised that a foundation plan would have to be submitted and approved by an engineer in order for it to be put there.

Mr. Brown said the boat was 22' and the carport was 12' x 25'. The carport would be 10' from the side property line.

Josephine Johnson, adjoining neighbor on west side of property, said there was a noise problem because the applicant has a compressor he uses to fill scuba tanks. She said Mr. Brown has said that he would put up panels on the side of the carport to help cut down on the noise. She also said that the property is starting to look trashed. She would like something in writing so nothing else gets moved on the property. She would like to see a solution reached regarding the noise and clean-up of the property.

Mr. Brown agreed to work on the noise situation. He also said if it wasn't approved, he could put it across the street or he could get rid of it if there wasn't enough property for him to put it on his property across the street.

Chairman Jamison told Mr. Brown that his other neighbor who wrote a letter was concerned about the same thing. They didn't want anything that would devalue their property and they thought it looked too close to the property line.

Mr. Ankerson said it would have to meet the setback requirements.

Mr. Brown said that if both his neighbors didn't want it there, he was okay with not having it.

Mark Tscheulin, the neighbor that wrote the objection letter, stated that he did not know that Mr. Brown was not leaving the carport where it was sitting which was close to the road. He said Mr. Brown keeps the property pretty clear so he couldn't complain about that. He said that he is okay with it if he puts it on the west side of the shed and that the noise doesn't bother him.

Commissioner McManus asked how often he ran the compressor to fill the scuba tanks.

Mr. Brown said that he runs it every few days. He is retired and dives a lot.

Commissioner Davis noted that the City of Gautier had already allowed Mr. Brown to do some things on the lot back in 2008 and now he is asking to do more. Commissioner Davis said he thought the City had already been very accommodating to Mr. Brown.

ACTION TAKEN:

Chairman Jamison made a motion to recommend approval of the Special Exception as presented with the exception that the owner provide a noise barrier to the west for the scuba tank compressor, and the carport is to be located on the west side of the existing accessory structure.

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

AYES: Ricky Decoteau
 Kay C. Jamison
 DeAnna McManus
 Josh Ward

NAYS: William Davis

ABSENT: Chris Hoover

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 1, 2023

GPC #23-20-SE

Robert H. Brown

Tradewinds Drive, PID #86300014.050

VII. NEW BUSINESS

3. Consider a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential District, Tradewinds Drive, PID #86300014.050, (GPC #23-20-SE)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: May 22, 2023

Subject: Consider a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, Tradewinds Drive, PID #86300014.050. (GPC #23-20-SE)

REQUEST:

The Planning Department has received a request from Robert H. Brown for a Special Exception that would allow an accessory structure on a lot without a primary structure in a R-1 Low Density Single-Family Residential Zoning District on Tradewinds Drive, PID #86300014.050. (GPC #23-20-SE). The application fee of \$250 was paid on May 16, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: Tradewinds Drive, PID #86300014.050 (See Exhibit A)
(NOTE: Lot is across street from applicant's residence)
2. General features of the proposed project:
Lot Size: Approximately 0.24 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: I would like covered storage for my boat. I currently have to use a loud noisy leaf blower to clean it daily.

Staff Finding: *There are other accessory structures on lots without primary structures in this district; however, in most cases, these lots did contain a primary structure at one time.*

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

Applicant Response: *The variance would not cause any diminution of the property value surrounding. In fact it will raise my property tax. Metal carports are common throughout my local neighborhood. I can count at least 6 within a block.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *Based on the 30° inclination to the bayou this would make use of the land not previously useable. Also boat storage carports are very common within eyesight of my lot.*

Staff Finding: *Staff has no evidence in support of this criteria.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary

to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

May 23, 2023

RE: GPC Case No. 23-20-SE
Special Exception

Dear City Council:

In regards to the Special Exemption Application request by Robert H. Brown (GPC Case No. 23-20-SE) to erect an accessory structure on PID #86300014.050, we feel that the exception should be denied. Although the neighborhood is low density, and not kept to the standards of some communities with covenants, independent structures have the possibility of devaluing property values. The current location of the partially erected structure is unacceptable to us for this reason.

We believe that if an exception is granted, it should locate the structure on Mr. Brown's primary residence property to the south of his home off Pompano Rd. (Addendum 1 map). His neighbor already has a carport near the property line and there is a fence with a gate. In our mind it would blend in. This would be similar to the carport that was built to the east of Mr. Brown's garage for his float last year.

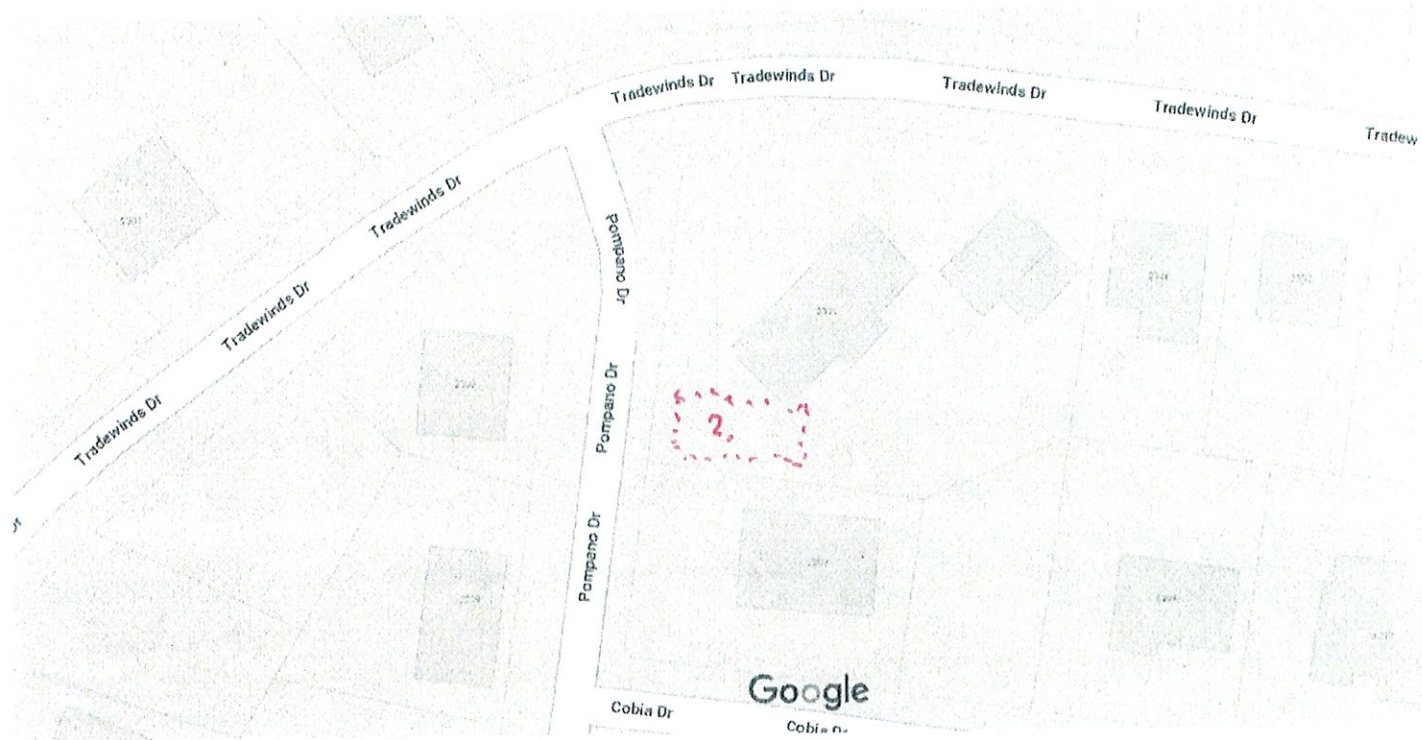
With an understanding for the desire and need of accessory structures, and our desire to be reasonable neighbors, if the location on Mr. Brown's primary residence is deemed unacceptable, we would agree to a location on either side of his current building (Addendum 2 map). To the west would probably encroach on the property lines and might not be acceptable. To the east would seem to work.

This said, we plead to the council to reject the accessory structure exception that would allow for its construction anywhere south of the current out building.

Sincerely:
Mark and Joan Tscheulin
2325 Tradewinds Dr.

Google Maps

Allen 1



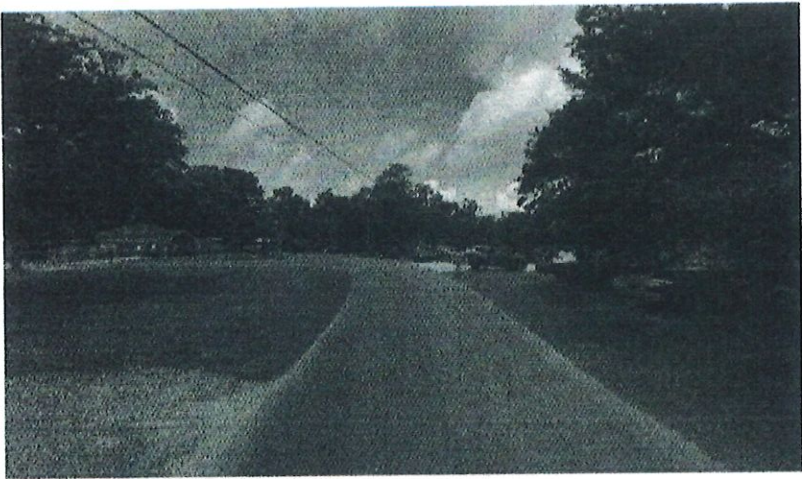
Map data ©2023 20 ft

Google Maps 2321 Tradewinds Dr

"Addendum 2"



Map data ©2023 20 ft



2321 Tradewinds Dr

- Directions
- Save
- Nearby
- Send to phone
- Share

2321 Tradewinds Dr, Gautier, MS 39553

Confirm or fix this location
The location shown is not precise

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

23-20-58

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Robert H Brown

Name of Business: None

Address: (2330 Tradewinds Dr.) PIP# 8630004.050

Mailing Address (if different): Tradewinds Drive

Email Address: chunkphi@yahoo.com

Phone: _____ Cell Phone: 228 369 9614

Reason for request, location and intended use of Property: Accessory Structure on lot without a primary structure

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: RHB

FOR OFFICE USE ONLY

Date Received 5/16/23 Verify as Complete B2

Fee Amount Received 251.00

Initials of Employee Receiving Application AB/B2

SPECIAL EXCEPTION

Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

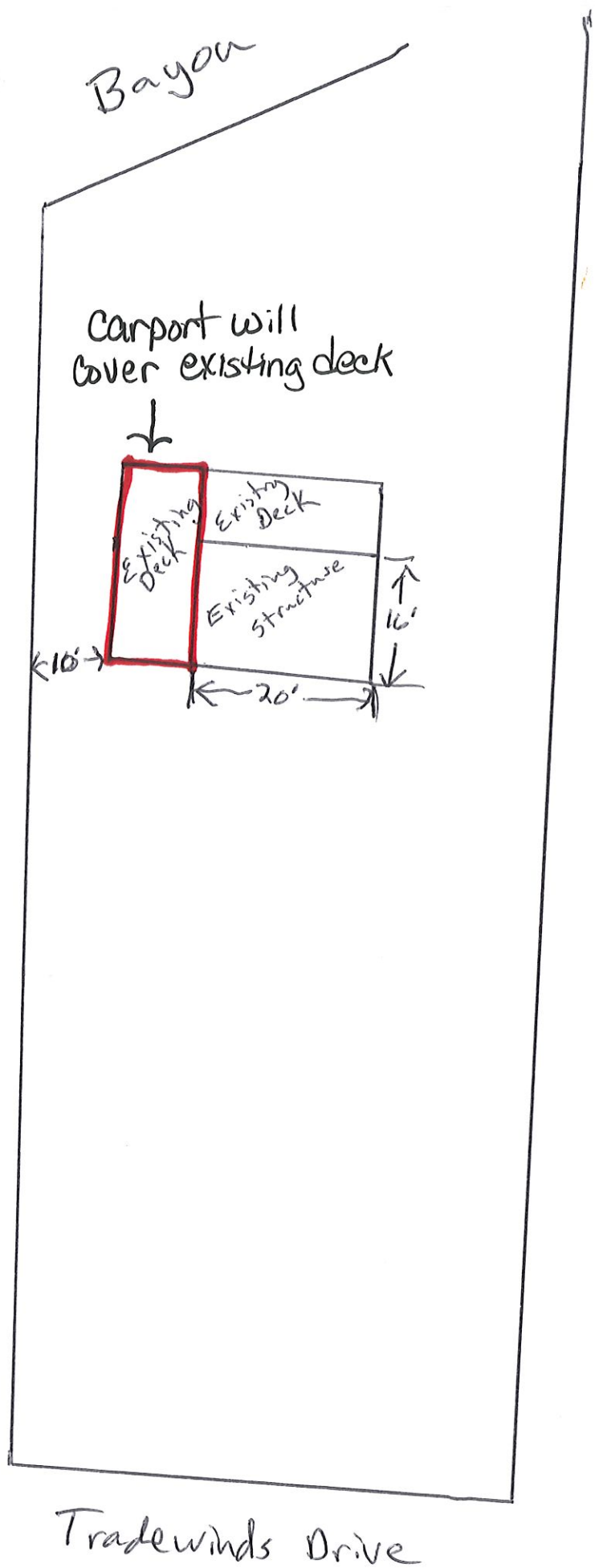
A. I would like covered storage for my boat. I currently have to use a loud noisy leaf blower to clean it daily.

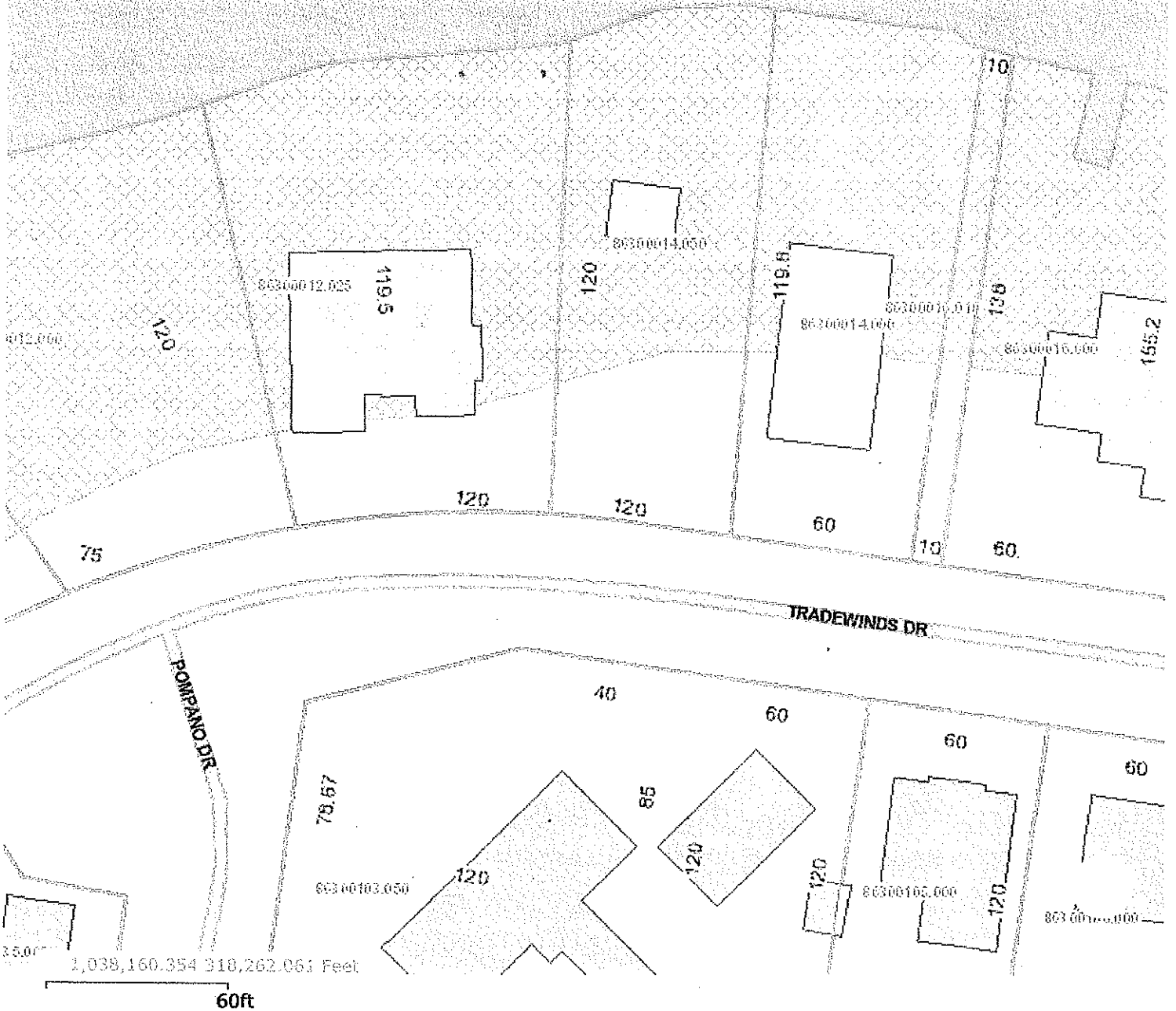
B. The variance would not cause any diminution of the property value surrounding. In fact it will raise my property tax. Metal carports are common throughout my local neighborhood I can count at least 6 within a block.

C. Based on the 30° inclination to the bayou this would make use of the land not previously useable. Also boat storage carports are very common within eyesight of my lot.

Plot Plan
Robert Brown
228-369-9614

- Carport is 12' high x 12' wide
x 30' Long







2330 Tradewinds Dr
2330 Tradewinds Dr, G...
30° 27' N 88° 66' W

Google Earth

7 m

Camera: 44 m 30°22'30"N 88°39'46"W -42 cm

Fastening the 2" square frame to the deck will be secured with (grade 2) 1/2" hot dipped galvanized lag bolts.

Every 2' of the 30' width will have a bolt/nut/washer.

Eagle Carports

"Flying High with Great Deals"



STRUCTURAL DESIGN

FULLY OPEN (CARPORT) BUILDING

**MAXIMUM 30'- 0" WIDE X 20'- 0" HEIGHT-
BOX EAVE FRAME AND BOW FRAME**

19 August 2021

Revision 9

M&A Project No. 16166S/17207S/17293S/18012S/18260S/19320S/21169S

Prepared for:

**Eagle Carports
210 Airport Road
Mount Airy, NC 27030**

Prepared by:

Moore and Associates Engineering and Consulting, Inc.

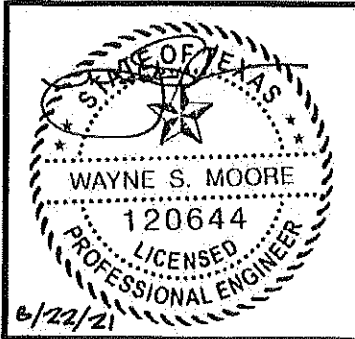
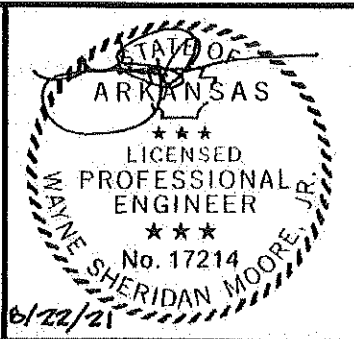
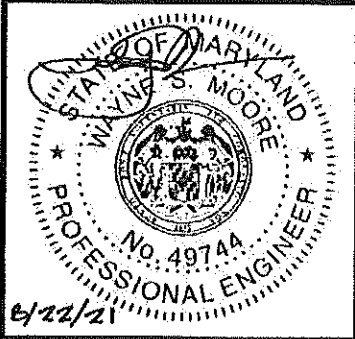
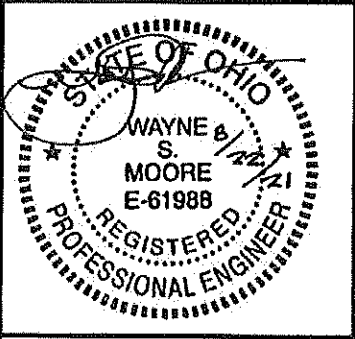
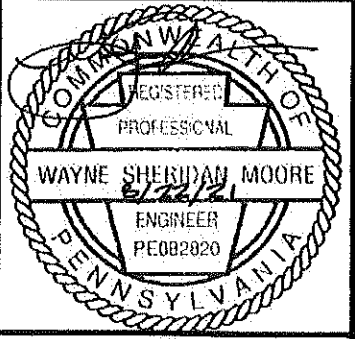
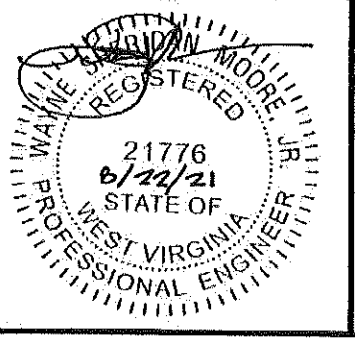
**1009 East Avenue
North Augusta, SC 29841**

**401 S. Main Street, Suite 200
Mount Airy, NC 27030**



**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING**

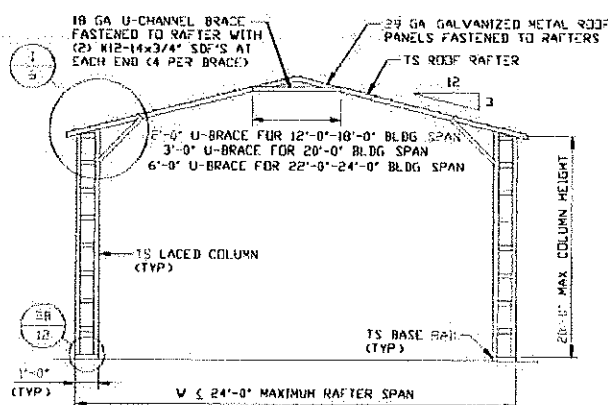
		I HAVE RESEARCHED THIS CHAPTER AND THE LOUISIANA STATE UNIFORM CONSTRUCTION CODE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THESE DRAWINGS ARE IN COMPLIANCE THEREWITH. I TAKE FULL RESPONSIBILITY FOR THE CONTENTS OF THESE PLANS.	
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		JOB NO: 16166S/ 18260S/19320S/21169S	

			
	Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland, License No. 49744, ⁶ Expiration Date <u>6/22/2022</u> .		
			
			
			
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DRAWING INDEX

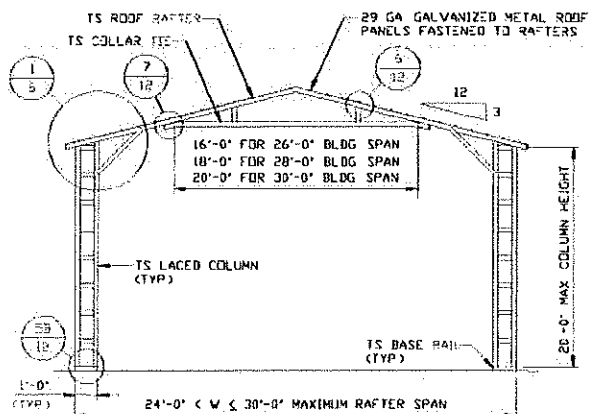
SHEET 1	PE SEAL COVER SHEET (1 OF 2)
SHEET 1A	PE SEAL COVER SHEET (2 OF 2)
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	CLIENT: EAGLE CARPORTS	SHT. 2	DWG. NO: SK-1	REV: 9



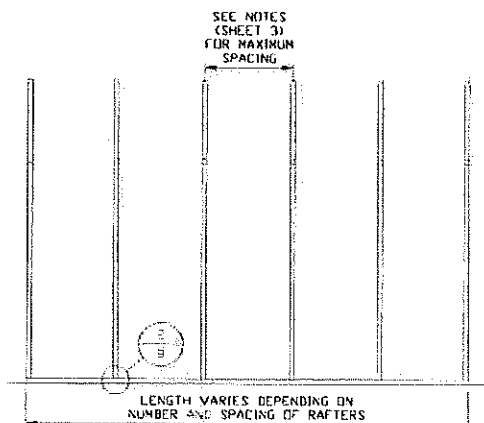
TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS



TYPICAL RAFTER/COLUMN SIDE FRAMING SECTION

SCALE: NTS

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Eagle Carports

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NORTH CAROLINA
CORPORATE HEADQUARTERS
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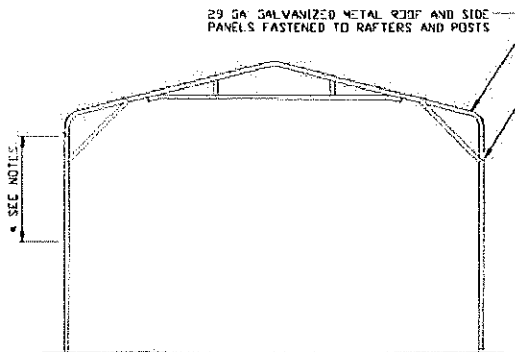
Thank you,

Eagle Carports, Inc.



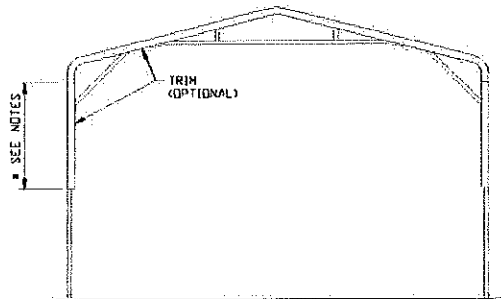
800-579-8589
www.EagleCarports.com

BOW RAFTER EXTRA SIDE PANEL OPTION



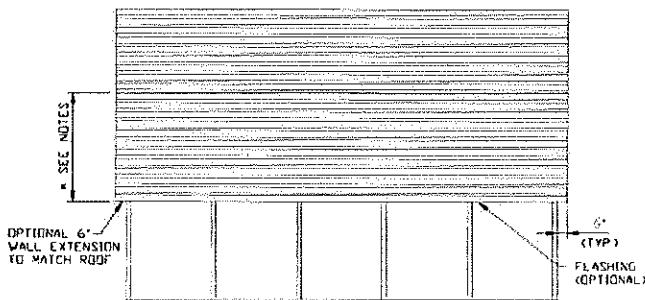
**TYPICAL RAFTER/COLUMN FRAME
SECTION - EXTRA SIDE PANELS**

SCALE: NTS



**TYPICAL END ELEVATION
EXTRA SIDE PANELS**

SCALE: NTS



**TYPICAL SIDE ELEVATION
EXTRA SIDE PANELS**

SCALE: NTS

NOTES

- * 9'-0" MAX FOR EAVE HEIGHT 14'-0" < TO ≤ 20'-0"
- * NO ADDITIONAL SIDING ALLOWED FOR HEIGHT ≤ 14'-0"

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SCALE: NTS

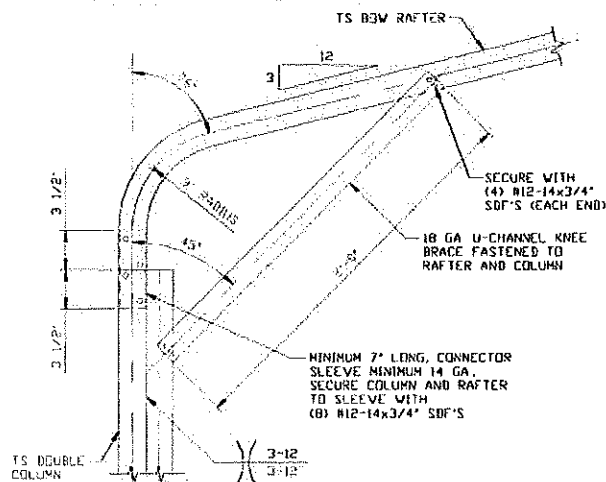
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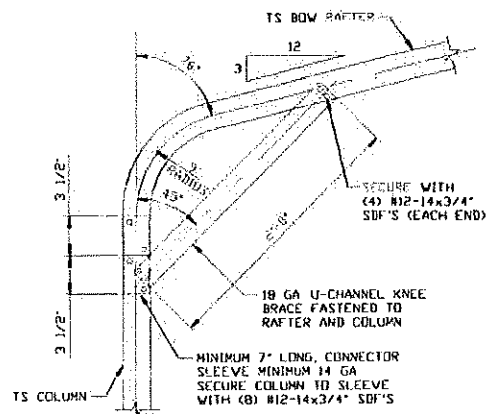
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BOW RAFTER LEAN-TO OPTION - EXPOSURE B



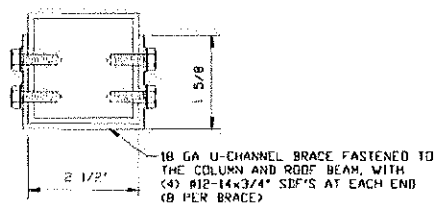
12 BOW EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS 14'-0" < TO ≤ 16'-0"

SCALE: NTS
HORSE BARN OPTION (REQUIRES A LEAN-TO ON BOTH
SIDES OF THE MAIN BUILDING)



12A BOW EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS ≤ 14'-0"

SCALE: NTS
HORSE BARN OPTION (REQUIRES A LEAN-TO
ON BOTH SIDES OF THE MAIN BUILDING)



BRACE SECTION

SCALE: NTS

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EAGLE CARPORTS
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DATE: 8-19-21

SHT. 14A

SCALE: NTS

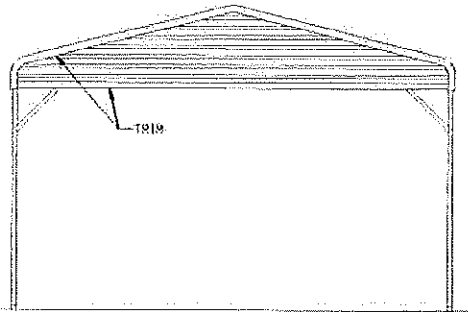
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JOB NO. 16166S/
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REV. 9

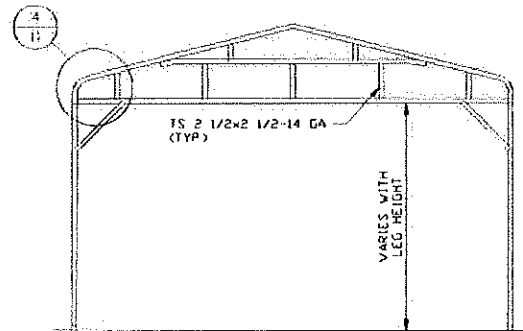
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BOW EAVE RAFTER GABLE END OPTION



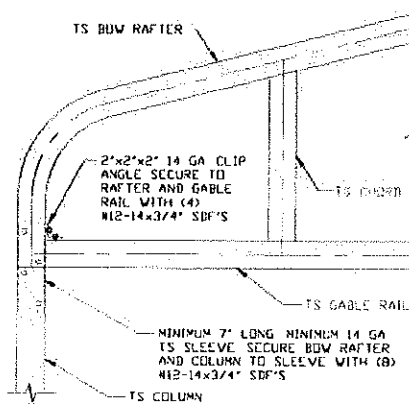
**TYPICAL BOW RAFTER
GABLE END ELEVATION**

SCALE: NTS



**TYPICAL BOW RAFTER GABLE
END FRAMING SECTION**

SCALE: NTS



4

**BOW RAFTER GABLE RAIL TO
RAFTER/COLUMN CONNECTION DETAIL**

SCALE: NTS

NOTE: KNEE BRACE NOT SHOWN FOR CLARITY

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SHT. 11

SCALE: NTS

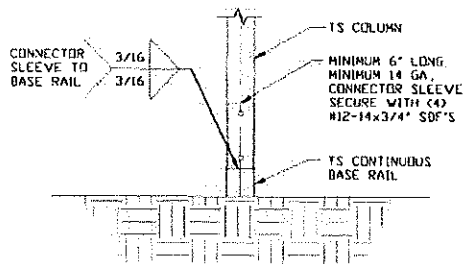
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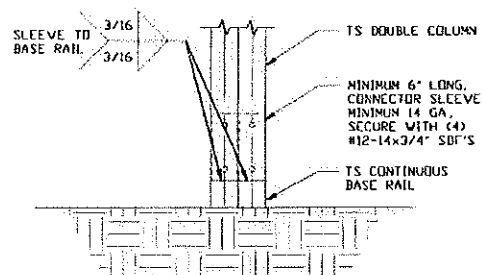
CONNECTION DETAILS



5

RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

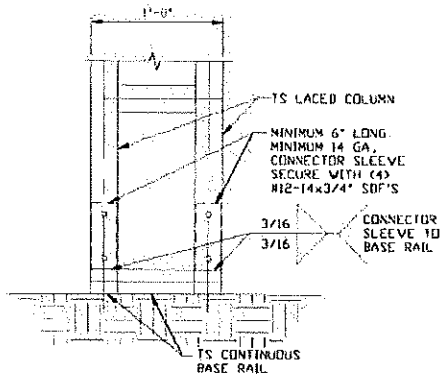
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5A

RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

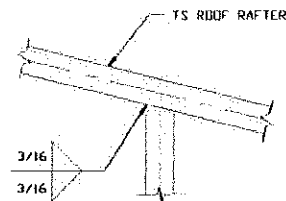
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5B

RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

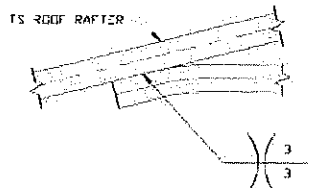
SCALE: NTS



6

RAFTER TO CHORD CONNECTION DETAIL

SCALE: NTS



7

COLLAR TIE CONNECTION DETAIL

SCALE: NTS

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SHT. 12

SCALE: NTS

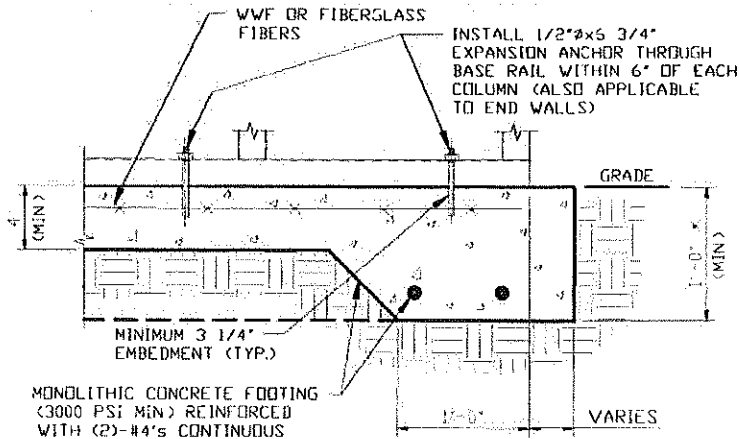
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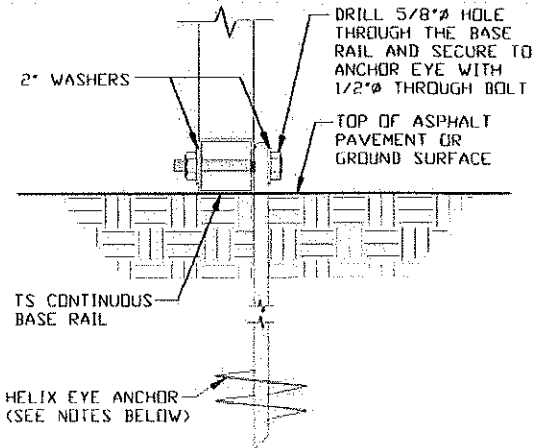
BASE RAIL ANCHORAGE OPTIONS



2

CONCRETE MONOLITHIC SLAB BASE RAIL ANCHORAGE

SCALE: NTS
MINIMUM ANCHOR EDGE DISTANCE IS 4".
* COORDINATE WITH LOCAL BUILDING CODES/ORD.
REGARDING REQUIRED FOOTING DEPTH



2A

GROUND BASE HELIX ANCHORAGE

SCALE: NTS (CAN BE USED FOR ASPHALT)
* COORDINATE WITH LOCAL CODES/ORD.
REGARDING REQUIRED ANCHOR LENGTH

GENERAL NOTES

NOTE: CONCRETE MONOLITHIC SLAB DESIGN BASED ON MINIMUM SOIL BEARING CAPACITY OF 1,500 PSF

CONCRETE

CONCRETE SHALL HAVE A MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS

COVER OVER REINFORCING STEEL

FOR FOUNDATIONS, MINIMUM CONCRETE COVER OVER REINFORCING BARS SHALL BE PER ACI-318.
3" IN FOUNDATIONS WHERE THE CONCRETE IS CAST AGAINST AND PERMANENTLY IN CONTACT WITH THE EARTH OR EXPOSED TO THE EARTH OR WEATHER, AND 1 1/2" ELSEWHERE

REINFORCING STEEL

THE TURNDOWN REINFORCING STEEL SHALL BE ASTM A615 GRADE 60. THE SLAB REINFORCEMENT SHALL BE WELDED WIRE FABRIC MEETING ASTM A185 OR FIBERGLASS FIBER REINFORCEMENT

REINFORCEMENT MAY BE BENT IN THE SHOP OR THE FIELD PROVIDED:

- 1 REINFORCEMENT IS BENT COLD
- 2 THE DIAMETER OF THE BEND, MEASURED ON THE INSIDE OF THE BAR, IS NOT LESS THAN SIX-BAR DIAMETERS
- 3 REINFORCEMENT PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT

HELIX ANCHOR NOTES:

- 1 FOR VERY DENSE AND/OR CEMENTED SANDS, COARSE GRAVEL AND COBBLES, CALICHE, PRELADDED SILTS AND CLAYS, USE MINIMUM (2) 4" HELICES WITH MINIMUM 30" EMBEDMENT OR SINGLE 6" HELIX WITH MINIMUM 50" EMBEDMENT
- 2 FOR CORAL, USE MINIMUM (2) 4" HELICES WITH MINIMUM 30" EMBEDMENT OR SINGLE 6" HELIX WITH MINIMUM 50" EMBEDMENT
- 3 FOR MEDIUM DENSE COARSE SANDS, SANDY GRAVELS, VERY STIFF SILTS, AND CLAYS USE MINIMUM (2) 4" HELICES WITH MINIMUM 30 INCH EMBEDMENT OR SINGLE 6" HELIX WITH MINIMUM 50" EMBEDMENT
- 4 FOR LOOSE TO MEDIUM DENSE SANDS, FIRM TO STIFF CLAYS AND SILTS ALLUVIAL FILL, USE MINIMUM (2) 6" HELICES WITH MINIMUM 50" EMBEDMENT
- 5 FOR VERY LOSE TO MEDIUM DENSE SANDS, FIRM TO STIFFER CLAYS AND SILTS, ALLUVIAL FILL, USE MINIMUM (2) 8" HELICES WITH MINIMUM 50" EMBEDMENT

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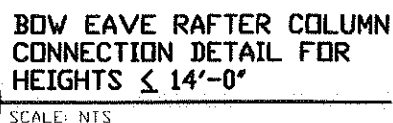
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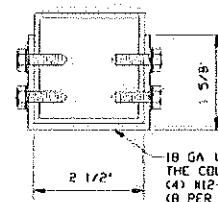
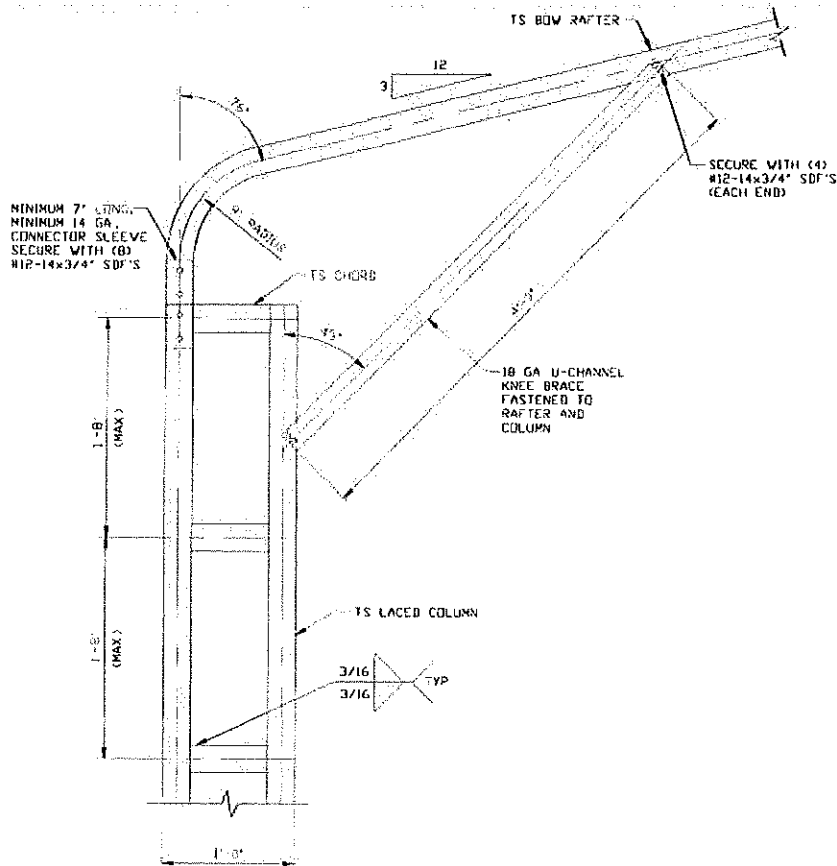
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REV. 9



BRACE SECTION
SCALE: NTS

**BOW EAVE RAFTER COLUMN
CONNECTION DETAIL FOR
HEIGHTS 16'-0" < TO ≤ 20'-0"**
SCALE: NTS

1

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MOUNT AIRY, NC 27030
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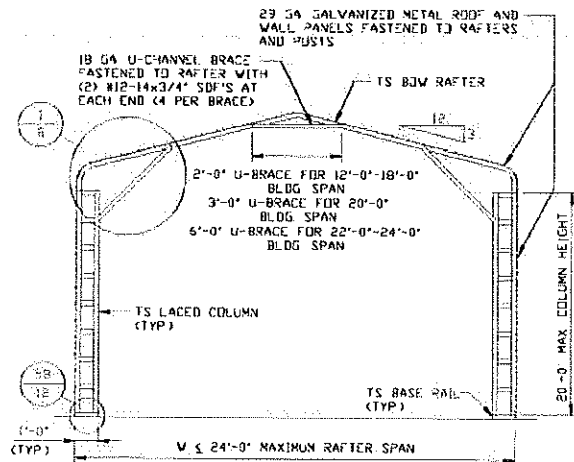
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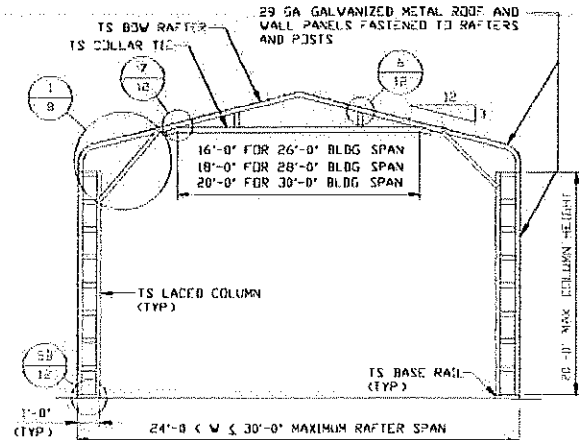
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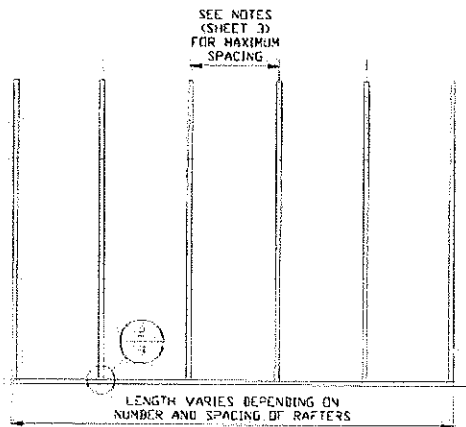
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TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN SIDE FRAMING SECTION
SCALE: NTS

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SHT. 7A

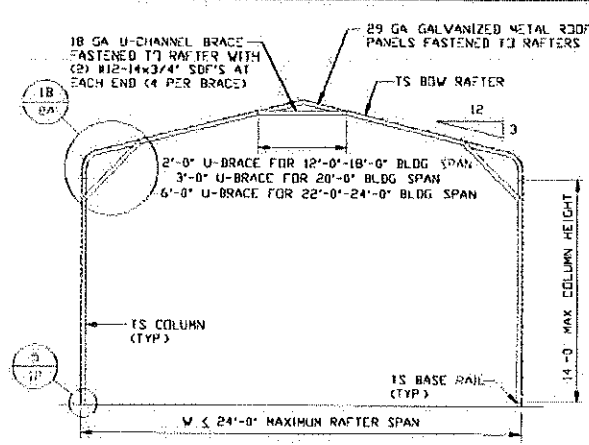
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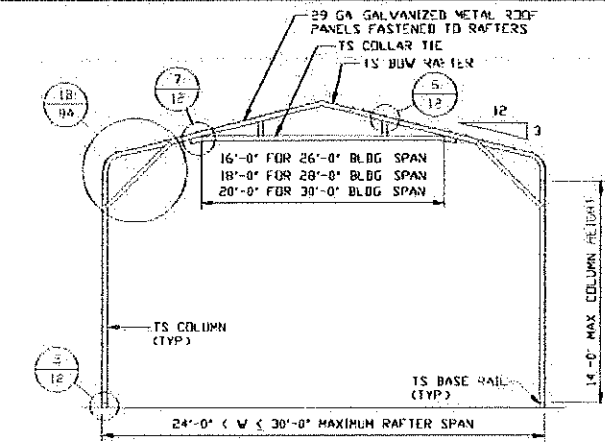
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REV: 9

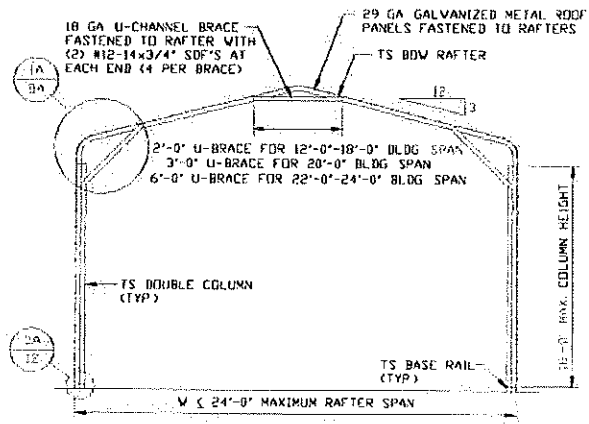
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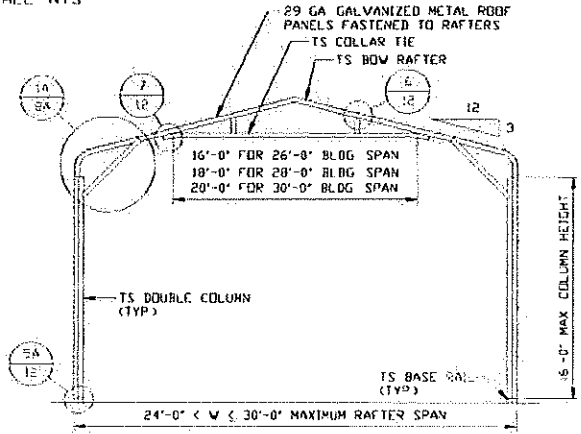
TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



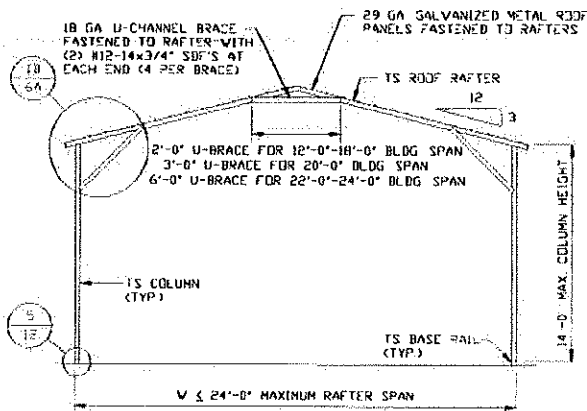
TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS

**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: LT
CHECKED BY: PDH
PROJECT MGR: WSM
CLIENT: EAGLE CARPORTS

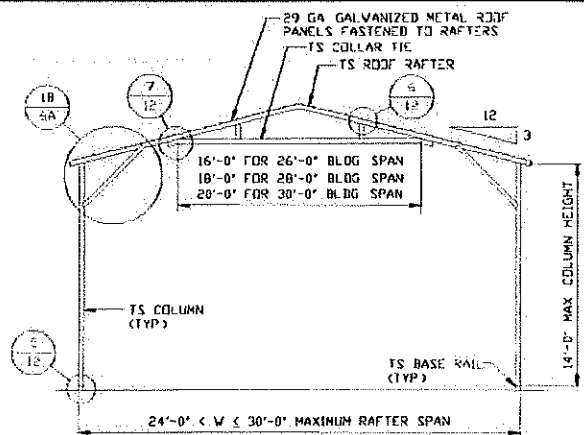
EAGLE CARPORTS
210 AIRPORT ROAD
MOUNT AIRY, NC 27030
30'-0"x20'-0" SP FULLY OPEN STRUCTURE
DATE: 8-19-21
SCALE: NTS
DWG. NO: SK-1
SHT. 7
JOB NO: 16166S/
18260S/19320S/21169S
REV: 9

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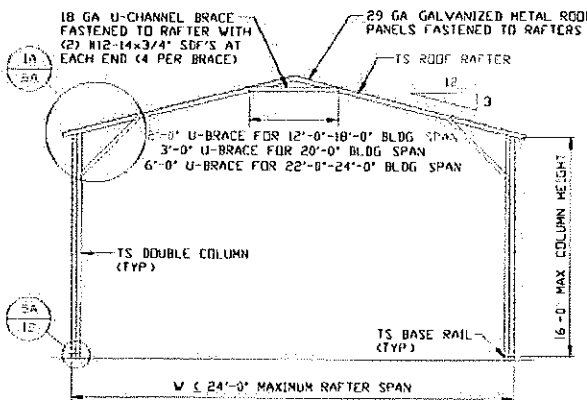
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SCALE: NTS



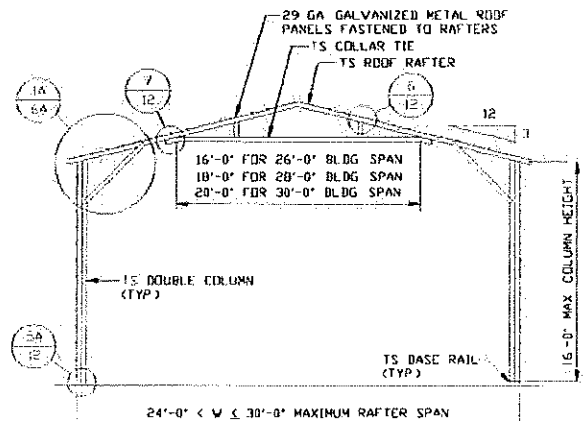
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SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS

**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: LT

CHECKED BY: PDH

PROJECT MGR: WSM

CLIENT: EAGLE CARPORTS

**EAGLE CARPORTS
210 AIRPORT ROAD
MOUNT AIRY, NC 27030
30'-0"x20'-0" SP FULLY OPEN STRUCTURE**

DATE: 8-19-21

SHT. 5

SCALE: NTS

DWG. NO: SK-1

**JOB NO: 16166S/
18260S/19320S/21169S**

REV: 9

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INSTALLATION NOTES AND SPECIFICATIONS

- 1 DESIGN IS FOR MAXIMUM 30'-0" WIDE x 20'-0" EAVE HEIGHT OPEN CARPORT STRUCTURES
- 2 DESIGN WAS DONE IN ACCORDANCE WITH ALL THE APPLICABLE BUILDING CODES LISTED ON SHEET 3A
- 3 DESIGN LOADS ARE AS FOLLOWS:
 - A) DEAD LOAD = 15 PSF
 - B) LIVE LOAD = 12 PSF
 - C) GROUND SNOW LOAD = 35 PSF
- NOTE: UNBALANCED LOADING DUE TO SNOW DRIFTING FROM AN ADJACENT TALLER STRUCTURE HAS NOT BEEN EVALUATED
- 4 3-SECOND GUST ULTIMATE WIND SPEED (V_{ULT}) 105 TO 160 MPH (NOMINAL WIND SPEED 81 TO 108 MPH)
- 5 MAXIMUM RAFTER/POST AND END POST SPACING = 50 FEET (UNLESS NOTED OTHERWISE)
- 6 END WALL COLUMNS (POSTS) ARE EQUIVALENT TO SIDE WALL POSTS IN SIZE AND SPACING (UNLESS NOTED OTHERWISE)
- 7 RISK CATEGORY I
- 8 WIND EXPOSURE CATEGORY B/C
- 9 SPECIFICATIONS APPLICABLE TO 29 GAUGE METAL PANELS FASTENED DIRECTLY TO 2 1/2"x2 1/2"-14 GAUGE TUBE STEEL (TS) FRAMING MEMBERS
- 10 AVERAGE PANEL FASTENER SPACING ON-CENTERS = 10" O.C. (MAX)
- 11 FASTENERS CONSIST OF #12-14x3/4" SELF-DRILLING FASTENER (SDF) USE CONTROL SEAL WASHER WITH EXTERIOR FASTENERS SPECIFICATIONS APPLICABLE ONLY FOR MEAN ROOF HEIGHT OF 20 FEET OR LESS, AND ROOF SLOPES OF 14" (3:12 PITCH) OR LESS SPACING REQUIREMENTS FOR OTHER ROOF HEIGHTS AND/OR SLOPES MAY VARY ROOF SLOPES LESS THAN 3:12 REQUIRE USE OF LAP JOINT SEALANT
- 12 ANCHORS SHALL BE INSTALLED THROUGH BASE RAIL AT OR WITHIN 6" OF EVERY RAFTER COLUMN
- 13 STANDARD GROUND ANCHORS (SOIL NAILS) CONSIST OF #4 REBAR W/ WELDED NUT x 36" LONG AND MAY BE USED IN SUITABLE SOILS OPTIONAL ANCHORAGE MAY BE USED IN SUITABLE SOILS AND MUST BE USED IN UNSUITABLE SOILS AS NOTED
- 14 CONTRACTOR TO PROVIDE ADEQUATE BRACING FOR STRUCTURE SO THAT IT WILL BE STABLE DURING ALL STAGES OF CONSTRUCTION THE STRUCTURE AND FOUNDATION ARE DESIGNED FOR A COMPLETED CONDITION ONLY AND, THEREFORE, REQUIRE ADDITIONAL SUPPORT TO MAINTAIN STABILITY BEFORE COMPLETION.
- 15 WIND FORCES GOVERN OVER SEISMIC FORCES SEISMIC PARAMETERS ANALYZED ARE:
 SOIL SITE CLASS = D
 RISK CATEGORY I
 R = 325 $I_E = 10$
 $S_{DS} = 2039 g$ $V = C_{sW}$
 $S_{M1} = 1258 g$

Apr23-644

MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.		DRAWN BY: LT CHECKED BY: PMH		EAGLE CARPORTS 210 AIRPORT ROAD MOUNT AIRY, NC 27030 30'-0"x20'-0" SP FULLY OPEN STRUCTURE	
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		CLIENT: EAGLE CARPORTS	SHT. 3	DWG. NO: SK-1	REV. 9

LIST OF APPLICABLE BUILDING CODES

2018 INTERNATIONAL BUILDING CODE (IBC 2018)

2015 INTERNATIONAL BUILDING CODE (IBC 2015)

2012 INTERNATIONAL BUILDING CODE (IBC 2012)

2009 INTERNATIONAL BUILDING CODE (IBC 2009)

2006 INTERNATIONAL BUILDING CODE (IBC 2006)

BUILDING CODE 2015 OF ALABAMA
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

2020 FLORIDA BUILDING CODE, 7TH EDITION

GEORGIA STATE MINIMUM STANDARD BUILDING CODE
(ADOPTS THE IBC 2018 WITH AMENDMENTS)

INDIANA BUILDING CODE, 2014 EDITION
(ADOPTS THE IBC 2012 WITH AMENDMENTS)

BUILDING CODE 2018 OF KANSAS
(ADOPTS THE IBC 2018 WITH AMENDMENTS)

2018 KENTUCKY BUILDING CODE
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

BUILDING CODE 2015 OF LOUISIANA
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

BUILDING CODE 2018 OF MARYLAND
(ADOPTS THE IBC 2018 WITH AMENDMENTS)

BUILDING CODE 2015 OF NEW MEXICO
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

2018 NORTH CAROLINA BUILDING CODE
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

OHIO BUILDING CODE 2017
(ADOPTS THE 2015 WITH AMENDMENTS)

BUILDING CODE 2015 OF OKLAHOMA
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

BUILDING CODE 2015 OF PENNSYLVANIA
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

2018 SOUTH CAROLINA BUILDING CODE
(ADOPTS THE IBC 2018 WITH AMENDMENTS)

BUILDING CODE 2012 OF TENNESSEE
(ADOPTS THE IBC 2012 WITH AMENDMENTS)

BUILDING CODE OF THE TEXAS INDUSTRIALIZED
HOUSING AND BUILDINGS PROGRAM
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

2018 VIRGINIA CONSTRUCTION CODE
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

BUILDING CODE 2015 OF WEST VIRGINIA
(ADOPTS THE IBC 2015 WITH AMENDMENTS)

**MOORE AND ASSOCIATES
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: LT

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: EAGLE CARPORTS

EAGLE CARPORTS
210 AIRPORT ROAD
MOUNT AIRY, NC 27030
30'-0"x20'-0" SP FULLY OPEN STRUCTURE

DATE: 8-19-21

SCALE: NTS

SHT. 3A

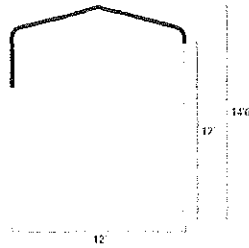
DWG. NO: SK-1

JOB NO: 16166S/
10260S/19320S/21169S

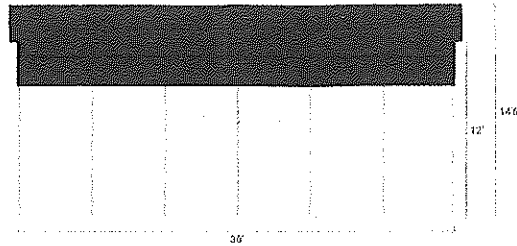
REV: 9

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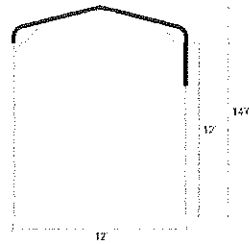
FRONT



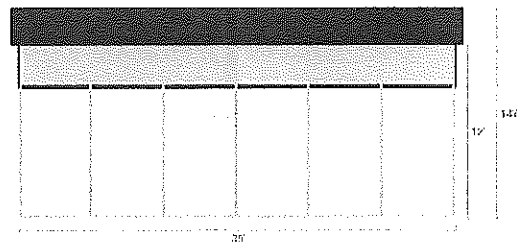
LEFT SIDE



BACK



RIGHT SIDE



BUILD #				DISCLAIMER If building does not meet proper compliance and verification for wind/snow rating, your request will be screened by our team and you will be made aware of the necessary changes.
CUSTOMER				
DEALER ID #	PHONE #			
STATE	ZIP CODE			

LEFT SIDE

FRONT



12'

BACK

30'

RIGHT SIDE

SYMBOL LEGEND

---- Open Wall

BUILD #

CUSTOMER

DEALER ID #

PHONE #

STATE

ZIP CODE

DISCLAIMER

If building does not meet proper compliance and verification for wind/snow rating, your request will be screened by our team and you will be made aware of the necessary changes.

Eagle Carports

210 Airport Rd. Mt. Airy, NC 27030
Toll: 800.579.8589 Fax: 336.719.2091
Order submittal to orders@eaglecarports.com

Order Form v.12

Add'l Phone #
228-369-1259 Build #:

AUTHORIZED DEALER
Dealer ID 00019894-Main
Dealer Name Ashley Peterson
Phone Number 228-876-5151
Order Date 3-7-2023
Email vancleaveportable@gmail.com

SHIP TO
Name Robert Brown
Install Address 2330 Trade Winds Drive
City Gulfport State MS Zip Code 39553
County Jackson Email chuluk02@yahoo.com
Cell # 228-369-9614 Phone # 228-282-3961

BUILDING INFO		SIZE	COLOR	ANCHORING & RATING	
ROOF STYLE	Regular Style	12' X 30' X 12' WIDTH X FRAME LENGTH X HEIGHT	ROOF	Evergreen	INSTALLATION SURFACE
BUILDING TYPE	3D Builder		SIDES/ENDS	Evergreen	GROUND ANCHOR
FRAMING GAUGE	☒ 14 GA. ☐ 12 GA.		TRIM	Evergreen	WIND/SNOW RATING
					140MPH / 35PSF

LOT MUST BE LEVEL, NO MORE THAN 3" OFF-LEVEL, AND CLEAR OF OBSTACLES OR UNIT MAY NOT BE INSTALLED.
EAGLE CARPORTS, INC. IS NOT RESPONSIBLE FOR STOPPING OR REPAIRING LEAKS UNDER BASE RAILS.

Customers may incur extra labor fees if additional labor is required to install unit because of un-level surfaces, or for building over obstacles. Furthermore, inability of installation due to before mentioned circumstances could result in restocking fee.

READY FOR INSTALLATION?	☐ YES ☐ NO	IS YOUR SURFACE LEVEL?	☐ YES ☐ NO
NOTE: FRAMES ARE 5' ON CENTER EX: 20', 25', 30', ETC.		ELECTRICITY AVAILABLE?	☐ YES ☐ NO

DESCRIPTION	QTY	UNIT PRICE	PRICE	TOTALS
Style: Standard Carport				SUBTOTAL
Base Price: 12'x30'	1	\$2,195.00	\$2,195.00	
Engineer Certified: 140MPH / 35PSF	1	\$180.00	\$180.00	TAX + 7.00 %
Leg Height: 12'	1	\$720.00	\$720.00	
Left Side: 3' Panel (Horizontal)	1	\$180.00	\$180.00	PRICE
Left Side J-Trim: Add J-Trim	1	\$52.50	\$52.50	
				DOWN PAYMENT 12.00%
				DISCOUNT IF APPLICABLE
				TOTAL DOWN PAYMENT
				ADDITIONAL FEES
				BALANCE DUE
				CARD BALANCE DUE
				2.50 \$79.03
				No Cash Payments Accepted
				No Card Fee!
				CO, KS, OK, & TX

PURCHASER AGREEMENT (See reverse side for terms and conditions)

Eagle Carports reserves the right to correct any balance/pricing errors. Eagle Carports holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over objects such as RV's and moving materials to remote locations, etc... Customer is responsible for pulling permits. Customer understands that all building frames are 1' shorter than roof lengths.

By signing this agreement, customer understands and agrees with all terms and conditions found on both the front and back of this document.

Customer Signature [Signature] Date March 7 2023

With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

Customer Signature _____ Date _____

Office Use:
☐ CREDIT CARD ☐ MONEY ORDER
☐ CASHIER'S ☒ CASH
CHECK
Installer Signature: _____

86300014.050 BROWN ROBERT H JR &

PIDN: 86300014.050

GISP: 872.03-04-0037.00

Owner Information

Percent of Ownership: 100

Name: BROWN ROBERT H JR &

Name 2: TRACY ELAINE

Mailing Address: 2330 TRADEWINDS DR

GAUTIER MS

39553

Site Address: TRADEWINDS DR GAUTIER

Land Information

Section: 3

Acreage: 0

Township: 8

Range: 7

Street Name TRADEWINDS
DR

Value and Tax Information

Total Assessed Value: 5701

Total Appraised Value: 38000

Improvement Value: 14610

Land Value: 23390

Tax Amount: 819

SQ FT: 0

Year Built:

Legal Description

Description: LOT 488 POINT CLEAR RIVIERA S/D

SEC C DB 1513-387 DB 1534-570 (3

7 MAP872.03-04)

Deed Book / Page: 1534 / 570

86300014.050 BROWN ROBERT H JR &



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

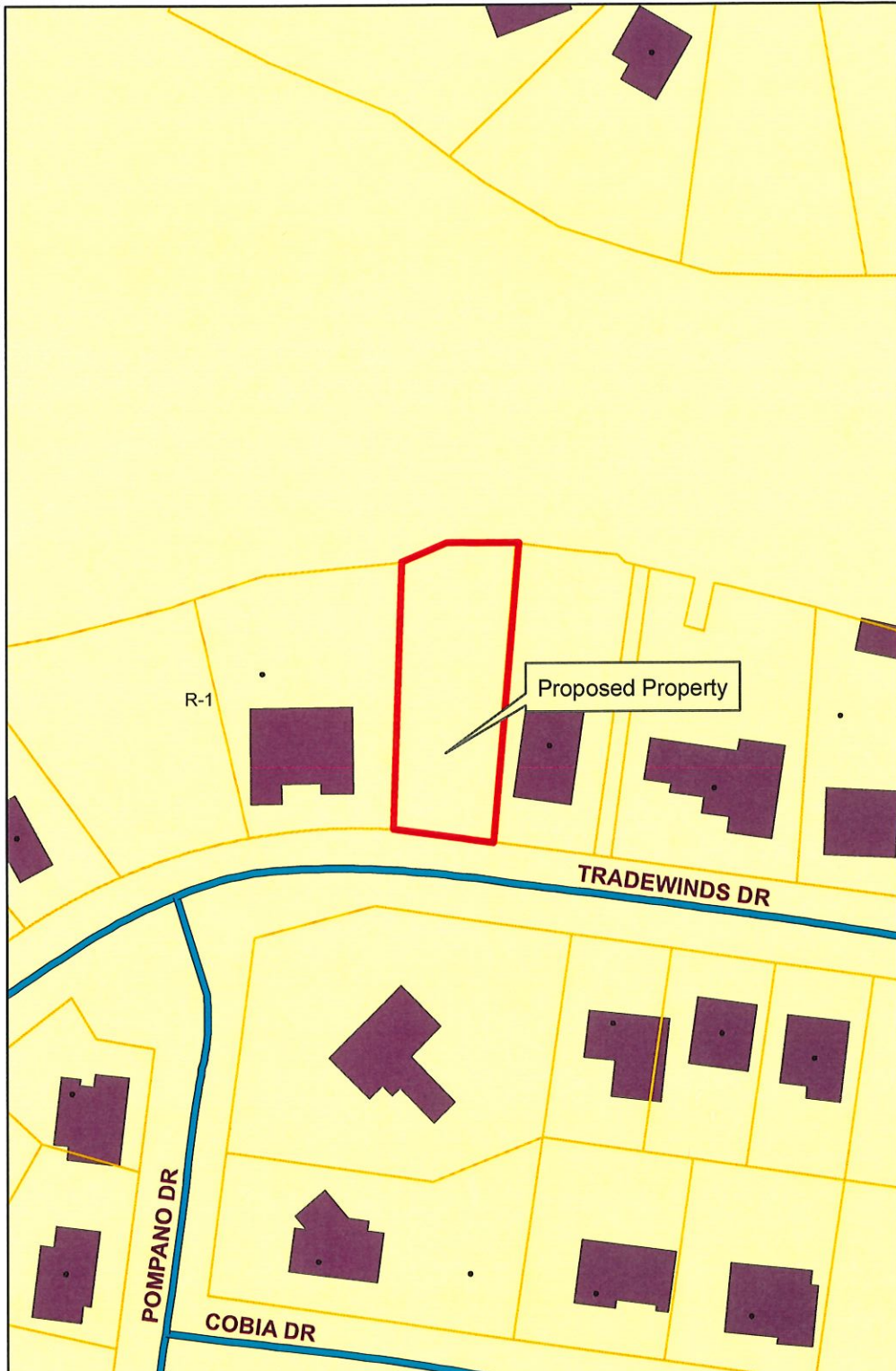


Exhibit C

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

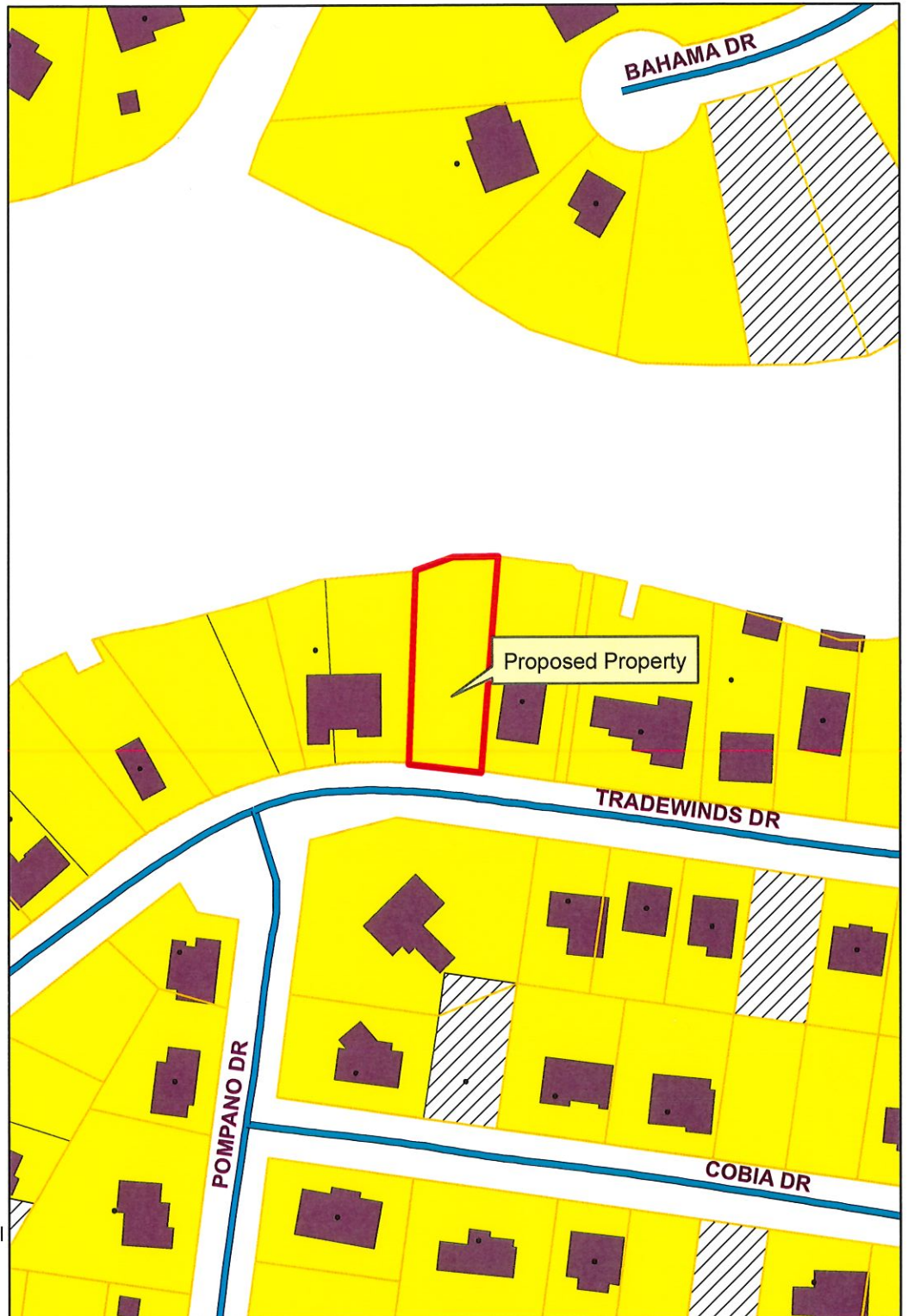


Exhibit D

Future Land-Use

Prepared By:

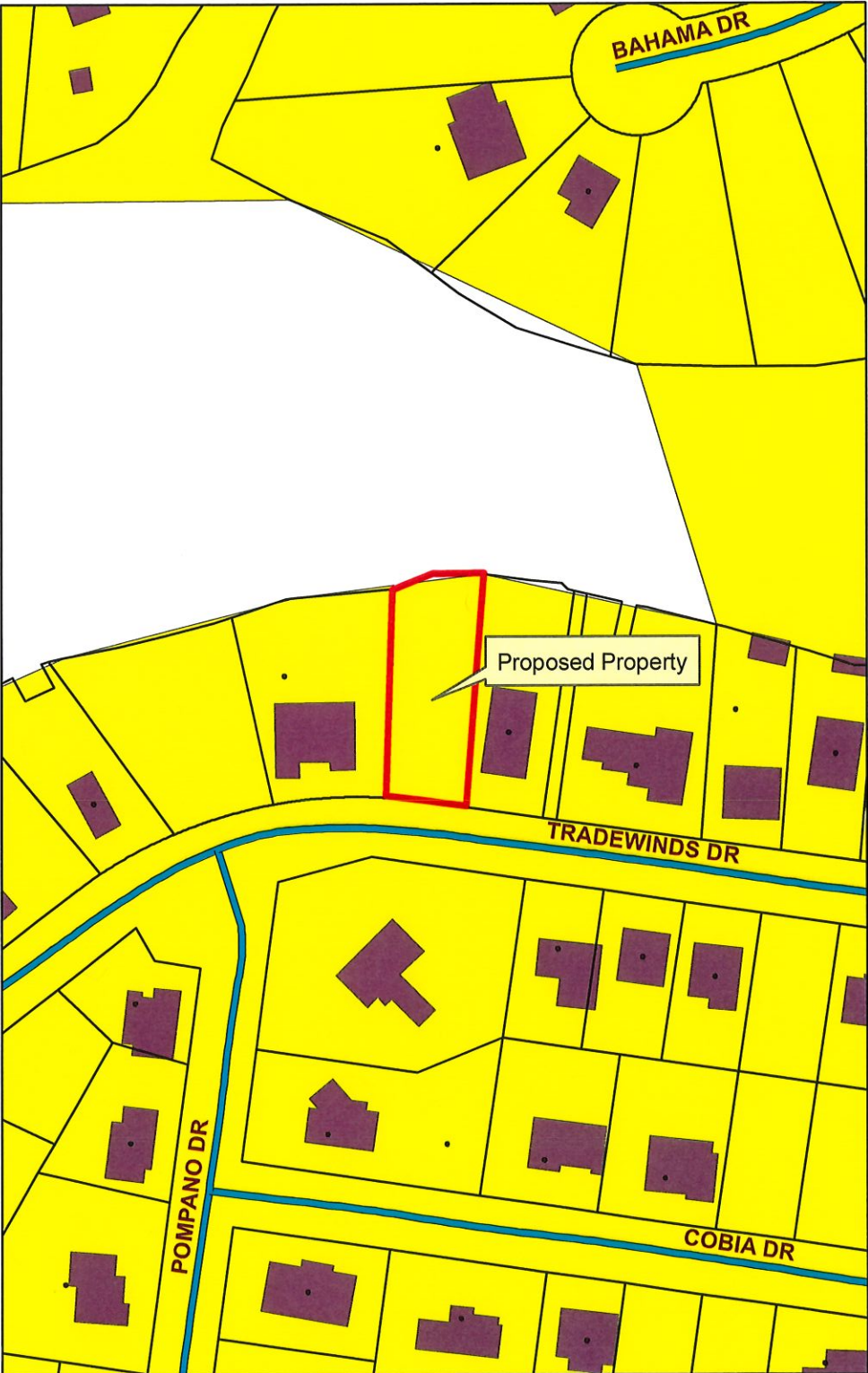
City of Gautier
Planning Department

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:
Title:

June 20, 2023
**Authorization to advertise for Request for Proposals
for a Professional Services Contract for the
Operation, Maintenance and Management of the City
of Gautier's Department of Public Works**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Authorization to advertise for Request for Proposals for a professional services contract for the operation, maintenance and management of the City of Gautier's department of public works.

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 is seeking Requests for Proposals for experienced and qualified service providers for a professional service for the operation, maintenance and management of the City's department of public works; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for qualified service providers for professional services for the operation, maintenance and management in support of the City's department of public works; and

WHEREAS, information is sought for street maintenance, drainage maintenance, water distribution, wastewater collection, sewer lift stations, right-of-way maintenance and fleet maintenance, if approved by the City; and

WHEREAS, this advertisement will be published in the Sun Herald; 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 the attached Request for Proposals for a Professional Services Contract for the Operations, Maintenance and Management of the City's Department of Public Works.

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 June 20, 2023.

REQUEST FOR PROPOSALS

Professional Services Contract for the Operation, Maintenance & Management

of the

CITY OF GAUTIER, MS DEPARTMENT OF PUBLIC WORKS



CITY OF GAUTIER, MS REQUEST FOR PROPOSALS

1. PURPOSE

The City of Gautier, Mississippi (City) will accept sealed proposals from qualified SERVICE PROVIDERS for professional services related to the Operation, Maintenance, and Management of the Department of Public Works to include Street Maintenance, Drainage Maintenance, Water Distribution, Wastewater Collection, Sewer Lift Stations, Right-of-Way Maintenance and Fleet maintenance. SERVICE PROVIDERS proposing to furnish such professional services are requested to submit a statement of their qualifications, experience, and list of at least five (5) references including their names, addresses, and telephone numbers.

All proposals shall be submitted to the attention of Mrs. Teresa Montgomery City Clerk, City of Gautier 3330 Highway 90, Gautier, MS by Monday, July 17, 2023, at 10:00 a.m. at which time all proposals will be publicly opened and read aloud in the Board Room of City Hall.

All proposals shall be submitted in a sealed envelope marked “**Public Works Proposals**”, and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and seven (7) copies with one (1) electronic copy on flash drive. All proposal envelopes must contain the SERVICE PROVIDER's name and mailing address on the face of the envelope.

Proposal information may be obtained at the City Clerk's Office during office hours or by contacting (228) 497-8000. No proposal may be withdrawn for a period of ninety (90) days after the above proposal opening date.

The City of Gautier reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all proposals.

INFORMATION FOR PROPOSERS

The City of Gautier is home to over 18,500 residents. The City of Gautier operates under a City Manager form of government. Gautier owns, operates, and maintains a water distribution system with 7,000+ service connections. Gautier currently owns and operates a 1 MGD Ion Exchange Treatment Plant, 9 water wells, 6 storage tanks, 100+ miles of water distribution lines. The City of Gautier is working on a new 3 MGD Nano Filtration Plant that will be located on the same site as the current Ion Exchange Treatment Plant. Additionally, there are plans to add a third treatment plant in the north part of Gautier at the location of the Lark Street Well.

The City of Gautier owns, operates, and maintains 110 wastewater pump stations, over 28 miles of wastewater force main transmission lines, over 10 miles of sewer pressure mains, and over 100 miles of wastewater gravity transmission lines.

The City of Gautier owns and maintains over 115 miles of paved roadway and ROW.

SERVICE PROVIDER shall provide professional utility management, operational and maintenance services to operate and maintain the "System" previously operated and maintained by the City's Streets and Drainage and its Water and Sewer Divisions of the Public Works Department to include all services presently provided under the Contract and as may be subsequently amended. By way of information, the City of Gautier has had a SERVICE PROVIDER contracted to operate and maintain the system since 2013. That Contract expires November 13, 2023. The SERVICE PROVIDER selected will begin service at 12:01 am on November 14, 2023. SERVICE PROVIDER shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated. Management shall possess the skills, knowledge, education, and experience necessary to manage a function and organization of the size of Gautier. The SERVICE PROVIDER will be expected to provide such services in a professional manner in accordance with normal and customary industry standards. SERVICE PROVIDER shall continuously find ways to improve efficiency as the environment changes, i.e., laws, regulations, city ordinances, software, customer demands, new technology, etc. SERVICE PROVIDER shall maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained. Those positions identified as Key & Essential shall be subject to approval by City Manager.

The City of Gautier, Mississippi (City) is requesting a proposal from each Firm (SERVICE PROVIDER) capable of entering a Five (5) year contract to provide professional operations, maintenance and management services to the City of Gautier Public Works and Utility Departments. Areas of operation to be maintained and managed are:

(1) Public Works Department

- Street Maintenance
 - Sign Maintenance
 - Street Sweeping Operations
 - Repair of all potholes and ROW work
 - Maintenance of all sidewalks and curbing this includes edging of all city sidewalks and repair and necessary replacement. This also includes maintenance between road and sidewalk.
- Drainage Maintenance to include MS4 Permitting, and compliance therewith, as applicable
 - Systematic cleaning, clearing, regrading, and other required maintenance of all ditches and culverts

- Right-of-Way Maintenance
 - Grounds Maintenance
 - Litter Maintenance
 - Animal carcass removal
- Fleet Management
- Warehouse Management

(2) Utility Department – Operations & Maintenance

- Water Distribution
 - Operate and maintain 1MGD Ion Exchange Plant
 - Operate and maintain New 3MGD Nano Filtration Plant (once constructed)
 - Operate and maintain New 1 MGD Nano Filtration Plant Lark (once constructed)
 - Operate and Maintain Wells
 - Operate and perform routine tank maintenance, and work in support of city contractor retained to perform regular tank maintenance under separate contract
- Wastewater Collection
 - Operate, maintain and service Lift Stations, Pump Stations, and Grinder Pumps
 - Operate maintain, and service all Gravity and Force Main Sewer Lines
 - Maintain and service all manholes
- All permitting and CCR reports for MDH or any other State Agency requiring permits

SCOPE OF SERVICES

SERVICE PROVIDER shall employ all staffing that is properly trained and certified as required by local, state and federal regulations. All employees must successfully pass pre-employment drug and criminal background screenings. Employees are expected to dress in professional matching attire that is suitable for working conditions and presents a clean and professional appearance. All employees will be required to portray proper identification. SERVICE PROVIDER shall maintain the City's streets and roadways, which are open for public use, in a professional and reasonable manner consistent with industry practices and standards. SERVICE PROVIDER shall provide staff response for emergency repair of streets, water, sewer, and drainage systems, as required. This response shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER will maintain 24-hour a day/7 days a week availability of staff for emergency call-out throughout the term of this agreement.

SERVICE PROVIDER shall employ a minimum of 35 full time employees to carry out the functions described in the RFP and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the regional labor market. Proposed staffing must possess specific certifications, licenses, and training. While 35 is the minimum staffing requirement, provider is expected and required to employ staffing necessary to fulfill all obligations under this contract in a timely fashion.

All personnel and equipment supplied to the City of Gautier under this contract will not be shared with nor utilized on any other customer of SERVICE PROVIDER.

In the event of an emergency or storm, SERVICE PROVIDER will assist CITY in any preparation before said event and assist CITY in clearing streets and roadways after the event.

A draft contract is included as Appendix “A” to this RFP.

Public Works Department

Street Maintenance Division:

- Asphalt / Concrete Repair:
 - SERVICE PROVIDER shall employ all staffing that is properly trained in the repair and/or replacement of asphalt and concrete for routine road repairs. Work will include pothole maintenance and road repair patching. (Excluding milling and overlay capital projects) – Scope to include the removal and replacement “as needed” of concrete curbing, sidewalk, and driveway in the event the existing has been disturbed due to utility repairs and/or if the existing curbing, sidewalk, and driveway poses a significant threat to pedestrian traffic.
 - SERVICE PROVIDER shall perform a “Road Condition Assessment” report each year to be provided to the CITY or designee for the purpose of Capital Planning.
 - SERVICE PROVIDER shall perform other contract operation services as directed by the City Manager and as may arise or be required in conjunction with the professional services contracted hereunder.
 - SERVICE PROVIDER shall make recommendations as deemed needed to the CITY or designee for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets, and/or to assure compliance with Federal, State and local laws and regulations.
 - With respect to wintery weather or in anticipation of such conditions, the SERVICE PROVIDER shall place sand or salt on bridges in the city or other needed areas as necessary.
 - Operate a computerized maintenance management software system (Tyler Encode) for the CITY. This system shall be employed to document all maintenance activities for the streets and drainage system. CITY shall have the right to inspect these records at any time.
- Sign repair / replacement:
 - SERVICE PROVIDER shall employ all staffing that is properly trained in the repair and/or replacement of street signs, road signs, and MDOT traffic safety regulations.
- Street Sweeping Operations:
 - Street sweeping according to City standards and benchmark quality and performance standards and based upon a systematic scheduling approach.

Drainage Maintenance Division:

Ditches, pipes, and culverts making up the City's drainage system shall be identified and maintained by SERVICE PROVIDER in a professional and reasonably expedient manner and pursuant to and in accordance with all applicable or governing standards, regulations, and requirements as determined through local, state and federal regulations or requirements. Drainage services performed by SERVICE PROVIDER shall include, but not be limited to, the following:

- Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and drainage systems shall be removed and disposed of in accordance with performance and quality standards.
- Systematic schedule for drainage maintenance shall be developed and followed to ensure all systems are regularly maintained.
- Provide a Designated Storm Drain Crew to perform the drainage maintenance.
- Apparent damages to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where improvements are needed, SERVICE PROVIDER shall make recommendations to City for planned improvements and service provider shall be responsible for making said improvements.
- Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to performance and quality standards.
- SERVICE PROVIDER will observe and inform CITY of apparent damages or defects within the city drainage system requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list for City's planned expenditures.
- Subsurface drainage pipes, including driveway culverts, shall be cleaned to remove obstructions interfering with the flow.
- SERVICE PROVIDER shall perform any drainage repairs or replacements as necessary to the existing system including the repair or replacement of existing storm drainage pipes, installing or replacing catch basins/junction boxes and/or repair or replacement of culverts.
- SERVICE PROVIDER shall comply and assist the CITY in complying with current EPA (MS4) regulations for operation, maintenance, and improvements of the Drainage System.
- Perform other contract operations services as directed by the City Manager as may arise or be required in conjunction with the professional services contracted hereunder.
- Make recommendations as deemed needed to the City or designee for adoption of Ordinances, Policies or for capital improvements to improve and maintain CITY drainage systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- SERVICE PROVIDER shall provide professional services for all MS4 permitting requirements for City.

Right-of-Way Maintenance Division:

Right-of-Way maintenance shall consist of mowing, edging, blowing, litter removal, tree trimming, weed eating, and Long-Arm Mowing of all CITY ROW in need of maintenance. SERVICE PROVIDER shall be responsible for developing an annual, monthly, and weekly schedule approved by the City Manager

or designee, showcasing location and duration of operations and maintenance. Right-of-way services performed by SERVICE PROVIDER shall include, but may not be limited to, the following:

- SERVICE PROVIDER shall employ sufficient staffing numbers to meet the demands of the approved annual schedules relating to mowing, edging, blowing, weed-eating, and long-arm mowing. Right-of-way services will include only those areas located within easements and/or right-of-way grounds (shoulders and medians), that are deemed public property. Major thoroughfares identified by City will be subject to routine maintenance as directed by City; however, all designated city rights of way must be maintained and mowed as needed, but at a minimum, at least every 6 weeks during growing season.
- SERVICE PROVIDER will be responsible for cleaning, clearing weeds and/or debris in and around public sidewalks / walkways within the specified approved area.
- SERVICE PROVIDER will be responsible for all ROW maintenance including the area between sidewalks and the road. Any ruts or other damage in these areas will be repaired with the appropriate fill.
- Litter and trash pickup and cleaning of medians, shoulders, streets, and roadways throughout the City of Gautier. SERVICE PROVIDER shall employ a full-time crew for litter and trash clean-up and will focus clean-up efforts through an approved schedule. SERVICE PROVIDER will work with both the CITY's solid waste provider and the CITY Code Enforcement Officer. SERVICE PROVIDER AS NECESSARY will be responsible for the removal and disposal of brush and debris that has been collected during tree trimming and right-of-way maintenance operations. The disposal will be transported / hauled to a local state-approved solid waste disposal site.
- SERVICE PROVIDER will be responsible for removal of all dead animals from CITY streets, roads, and ROW.
- During Special City events and occasions throughout year it is important for major thoroughfares to be pristine. Upon the request of the City Manager and regardless of litter schedule the provider will ensure that identified thoroughfares are clear and free from litter.
- Trim tree branches or other natural vegetation accessible in CITY rights-of-way, streets, or easements, which constitute a traffic hazard, public safety hazard, or which are dead, unsightly, or otherwise constitute or found to be dangerous conditions. CITY of Gautier tree ordinances shall be followed, where applicable.
- Prompt Street cleanup of trash within 24 hours from parades or special events. A listing of City sponsored annual parades and special events that have been previously held in Gautier is provided as Appendix "B"; It is acknowledged this listing may change overtime and every effort by the CITY will be made to provide SERVICE PROVIDER with as much advance notice as possible.
- It is acknowledged that this listing may be changed, and CITY will provide an updated or revised listing to the SERVICE PROVIDER as circumstances or conditions may require.
- Should the SERVICE PROVIDER receive advance approval from the CITY, SERVICE PROVIDER may utilize an herbicide program at SERVICE PROVIDER's expense to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards.

Fleet Management:

SERVICE PROVIDER is required to furnish all necessary equipment to provide all necessary services under this contract. Included but not limited to: trucks, mowers, weed eaters, long arms, and street sweeper.

Please note SERVICE PROVIDER will also be expected to provide all tools necessary to perform its obligations to the city.

The city may also have equipment in its Public Works inventory available for use by the provider at the city's sole discretion. Should the City agree to use of city equipment by the provider, SERVICE PROVIDER shall be responsible for maintenance and upkeep of city equipment and shall fully compensate city in the event of any damage to city equipment. In the event of total loss of city equipment due to damage by provider, SERVICE PROVIDER will provide new replacement equipment to the City.

- Documentation of maintenance to vehicles and equipment shall be presented to the city upon request. All vehicles owned by the SERVICE PROVIDER, must be GPS trackable.
- All vehicles and Equipment MUST be presentable and kept clean and in good order.
- It is also recommended that all equipment and vehicles be less than 5 years OLD to maximize savings directly related to repair and maintenance costs. All vehicles will have Jackson County Mississippi Tags.
- SERVICE PROVIDER shall identify by separate line item from the base monthly fee, a price for providing all vehicles and equipment necessary for performing SERVICE PROVIDER's obligations under the contract. .
- A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line-item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof.
- City shall be permitted to inspect, upon request, but at least annually, all vehicle and equipment utilized by SERVICE PROVIDER in performance of its responsibilities under the contract.

Warehouse Management

SERVICE PROVIDER will employ staff experienced and proficient in the management of an onsite parts, materials, and supply warehouse. Staff must be proficient in the use of computers and inventory control measures. CITY will supply all materials and maintenance parts (unrelated to equipment) necessary to perform all work by provider. Parts and materials include but are not limited to pipe culverts meters, rock, chemicals, gravel, sand, and dirt.

- SERVICE PROVIDER will be responsible for managing the Public Works supply warehouse.

Warehouse personnel will be responsible for ordering, stocking and inventorying items needed for the day-to-day operations of the Public Works and Utility Departments.

- SERVICE PROVIDER at the beginning of the contract will be required to provide an inventory of existing parts and supplies and will be required thereafter to track and report to the city on a monthly basis parts and materials utilized from the warehouse and the location of that utilization.
- SERVICE PROVIDER will be responsible for providing Public Works Director all quotes for approval when ordering, stocking, or any items/materials needed for the day-to-day operations of the Public Works Department.
- SERVICE PROVIDER will be responsible for the implementation of a warehouse inventory data system that meets the industry minimum standard. All maintenance records will be maintained in accordance with local, state, and federal requirements.
- The warehouse and all parts materials and supplies must be maintained in a safe and organized fashion.

Utility Department

Water Distribution:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and management of the City of Gautier water distribution system in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by the State of Mississippi.

- SERVICE PROVIDER will be responsible for repairing water leaks, pipe breaks, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, emergency repairs, exercising water valves, sampling, precautionary boil-water notices as well as other services necessary to operate and maintain the water distribution system.
- SERVICE PROVIDER is responsible for developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacture.
- SERVICE PROVIDER must be proficient in the use of Supervisory control and data acquisition (SCADA) as well as experienced and knowledgeable in the maintenance and troubleshooting of systems.
- SERVICE PROVIDER is responsible for the aesthetics, cleanliness, and overall safety of each site location.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- The SERVICE PROVIDER shall employ a Mississippi State certified Water Operator. The water operator shall be responsible for all distribution records and be available for Mississippi Department of Health audits when necessary.
- Provide staff response for emergency repair of the utility system, as required. This shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.

- Develop an Emergency Response Plan in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by the City Manager or Representative.
- Operate a computerized maintenance management software system (Tyler Encode.)
- Provide for water sample collection by SERVICE PROVIDER's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly taken, preserved, and transported to the appropriate State testing laboratory as is currently being performed to ensure the safety of the potable water supply of the City. SERVICE PROVIDER shall be responsible for payment of testing.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System survey for each new water meter, water valve, fire hydrant, and water pipe, that is installed or replaced that is currently not on the City's GIS maps. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's water systems, and/or to assure compliance with Federal, State and local laws and regulations.
- With the exception of work that would otherwise require the encumbrance of a capital expenditure by the CITY to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.
- SERVICE PROVIDER is responsible for the provision and payment of any and all chemicals necessary for the provision of these services.

Wastewater Collection:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and management of the City of Gautier wastewater collection system in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER will be responsible for sewer backups, installation of sewer taps, point repairs, main-line breaks, city service line breaks, manhole repairs, manhole inspections, sanitary sewer overflows, inflow/infiltration corrective actions, clearing stoppages, root removal, service tap locates, as well as other services necessary to operate and maintain the wastewater collection system.
- Personnel shall be certified in Pipeline and Manhole Assessment through NASSCO's PAC Program.
- SERVICE PROVIDER will have the capabilities and the equipment to provide flow monitoring, cleaning and video inspections of lines, and smoke testing upon request.

- SERVICE PROVIDER shall have at least one (1) employee who has attended the EPA Fats Oil and Grease (FOG) seminar and obtained any certification or licensing now available from EPA and/or State of Mississippi.
- SERVICE PROVIDER shall have experience with enforcing the FOG program in City.
- SERVICE PROVIDER shall have 24/7 access to Sewer Vac/Con trucks for emergency calls.
- SERVICE PROVIDER will assist the city in the reduction of inflow and infiltration (I&I). SERVICE PROVIDER will be Responsible for sewer collection smoke testing as a means of determining Inflow/Infiltration (I/I).
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Provide staff response for emergency repair of the sewer utility system, as required. This shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- Operate a computerized maintenance management software system (Tyler Encode) for the CITY. This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the sewer system.
- Perform other contract operations services as directed by the CITY as may arise or be required in conjunction with the professional services contracted hereunder.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.
- With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.
- SERVICE PROVIDER is responsible for the provision and payment of any and all chemicals necessary for the provision of these services.

Lift-Station Maintenance / Repair:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing responsible for the operations, maintenance, and repair of the City of Gautier sewer lift stations in accordance with industry standard and best management practices. Staff must be experienced, properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER shall possess the knowledge and experience in the operation, maintenance and repair of both Submersible, and above ground pumps, motors and control systems. Must be proficient in the timely identification (troubleshooting) of specific issues to ensure downtime is at a minimum. Such services may require the repair and/or replacement of pump internals, belts, electric motors, control systems as well as other services necessary to operate, maintain, and repair wastewater lift stations.
- SERVICE PROVIDER is responsible for developing a daily inspection policy that captures all specific preventative maintenance information as outlined by the manufacture.
- SERVICE PROVIDER must be proficient in the use of Supervisory control and data acquisition (SCADA) as well as experienced and knowledgeable in the maintenance and troubleshooting of systems.
- SERVICE PROVIDER is responsible for the aesthetics, cleanliness, and overall safety of each site location.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Provide staff response for emergency repair of the sewer utility system, as required. This shall include emergency "call-out" for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- Operate a computerized maintenance management software system (Tyler Encode). This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the water and sewer system.
- Perform other contract operations services as directed by the CITY as may arise or be required in conjunction with the professional services contracted hereunder.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey. Upon completion, SERVICE PROVIDER shall provide an updated layer or shape file to the City on June 30 and December 30 of each year of the contract.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.
- With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the System upon notice or discovery of the same.

SPECIAL PROJECTS:

SERVICE PROVIDER shall employ experienced and knowledgeable staffing in the installation, operation and maintenance of new utility infrastructure. All work must be in accordance with industry

standards and best management practices. Staff must be properly trained and certified as required by State and Federal regulations.

- SERVICE PROVIDER shall perform improvements, necessary additions, and replacements to the existing infrastructure system, including replacing existing water, sewer, and drainage pipes, installation of new manholes, fire hydrants, force main, water isolation valves, city service lines, as well as other construction services relating to the improvements, necessary additions, and replacements of existing infrastructure.
- SERVICE PROVIDER shall also employ trained and experienced staffing to support city contractors performing new construction qualifying for capital funding.
- SERVICE PROVIDER is responsible for all Compliance Regulatory requirements as set forth by State and Federal guidelines.
- Operate a computerized maintenance management software system (Tyler). for the CITY. This system shall be employed to document all maintenance activities to include labor, materials, and equipment for the water and sewer system.
- Document all labor, materials, equipment, repair parts and expenses incurred by SERVICE PROVIDER on behalf of the CITY.
- SERVICE PROVIDER is responsible for the implementation of a Global Positioning System (GPS) survey for each of the CITY's newly installed / existing systems. This implemented GPS system shall be coordinated with the CITY Consulting Engineer for proper procedures prior to commencing the survey.
- Make recommendations as deemed needed to the CITY for adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's sewer systems, and/or to assure compliance with Federal, State and local laws and regulations.

OPERATIONS CONTRACT PURPOSE AND OBJECTIVE:

The City is seeking to maximize the community's benefit and use of the Public Works, Water, and Wastewater Systems by contracting with an experienced and/or capable private management company. The goals and objectives listed below should assist submitting companies in developing their specific proposal and should be considered to represent minimum standards for managing and operating the departments.

1. To enhance the quality of life for the residents and customers of Gautier, MS by providing a safe, efficient, and professional level of Operations, Maintenance and Management Services.
2. To staff, manage, operate, maintain and if needed, expand the Water Distribution, Wastewater Collection:
 - a. To the highest Industry standards.
 - b. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to City equipment and assets.
 - c. In compliance with all applicable state, federal and local laws.
 - d. Pursuant to City oversight and approval and consistent with City rates, rules, and policies.
3. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days

a week for all aspects herein.

4. To obtain, if applicable, and maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain and manage the System.
5. To protect, repair and maintain the System and the City's facilities and equipment, to preserve and improve the City of Gautier's assets investments and services.
6. To provide the highest level of friendly, reliable, professional, and responsive customer service during the times when SERVICE PROVIDER employees will interact with the public.
7. To maximize revenues and to operate/maintain the System at the lowest possible cost to the customers of the City of Gautier
8. To promote the City of Gautier, its Systems and services in a manner that enhances the reputation of the city.
9. To hire local citizens to the extent feasible and use local merchants and service providers to the extent possible.
10. To operate the System pursuant to the annual budget and fee schedule adopted by the City of Gautier.
11. To provide all water, wastewater testing, monitoring, and reporting as required by state, federal and local law, and industry standards.
12. Provide special event support related to street closures, barricades, signage needed to redirect traffic, emergency repairs needed for the event, and other related special events needs as it relates to the streets, drainage, etc.
13. Should the City replace all or part of its water meters during the term of this contract. SERVICE PROVIDER may be asked to install all meters at no additional cost to this contract, per the instructions of the City.
14. To provide sanitary sewer smoke testing of its collection system as a means of identifying inflow/infiltrations.
15. To provide additional CCTV and line cleaning maintenance operations.
16. To provide Professional Public Relations assistance as needed.
17. To provide annual Compliance Inspections of all regulated public systems.
18. To work as Special Advisor to the City Manager, Public Works Director and/or Planning for Capital Improvements and plan reviews for Planning.

I. PROPOSAL REQUIREMENTS

Cover Letter: The cover letter should be signed by the principal contact and express the SERVICE PROVIDER's interest in entering a contractual relationship with the City of Gautier. The letter should designate the name and address of the principal contact, telephone number, and email address.

Legal Form of Company: The SERVICE PROVIDER should indicate its legal form (individual, partnership, corporation, joint venture, non-profit). If the SERVICE PROVIDER is a consortium, joint venture, or team, indicate the entity that is primarily responsible for the proposal.

Biography of Company Principals: The resume should include history of managing operations of a system or similar facility. A list of biographical information on staff who will be involved in the

negotiation and oversight of the day-to-day administration of the proposed contract shall be included. This should include management individuals that will be available to assist the on-site staff. Also, relative expertise, tenure, evidence of relevant expertise and relevant personal, professional, and community accomplishments should be included.

Proposed Workforce Utilization Plan: SERVICE PROVIDER shall submit with its proposal a proposed workplan to include a list of proposed positions, proposed workforce utilization plan, and a project approach to the provision of services that complies with the scope of work. In other words, if the company is chosen, how will it propose to provide the necessary and required services, with what personnel and with what qualifications.

Management Fee: The SERVICE PROVIDER will charge a fee for operation, maintenance and management services offered under its proposal. This fee should account for the following non-exclusive items of overhead, the cost of which will be solely borne by the SERVICE PROVIDER:

1. Personnel - salaries, benefits, and other costs directly attributable to employees.
2. Equipment and vehicles – SERVICE PROVIDER shall provide all vehicles, tools, and equipment necessary to fulfill SERVICE PROVIDER’s obligations under the contract. A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract, and an updated list shall be provided annually. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line-item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof.
3. Materials and Supplies - Includes, but is not limited to gasoline and diesel fuel, chemicals, safety supplies, vehicle accessories, medical/first aid supplies, uniforms, office furniture, office supplies, cell phones for employees, computers, printers, postage, software (excluding Tyler) and other materials that will be needed to perform the contractual obligations efficiently and effectively.
4. Outside Services - includes, but is not limited to: equipment rentals, temporary and/or part-time help, legal fees, registrations, cell telephone, courier service, outside lab testing, dues, subscriptions, postage and freight charges, insurance and other professional services including, but not limited to professional services for Storm Water Prevention Plan (MS4) and reporting.
5. Other - Includes amortization of SERVICE PROVIDER-furnished capital and startup cost and overhead and profit, as well as, any and all expenses not identified.

Proposed Price Sheet: A proposed price sheet is attached.

Draft Contract: A draft contract is included attached to this RFP that SERVICE PROVIDER will be expected to sign. THE CONTRACT ATTACHED SHOULD BE READ CAREFULLY, as it details expectations of SERVICE PROVIDER to be considered in responding to this RFP.

APPROVALS:

The City of Gautier reserves the right to approve and oversee certain tasks, functions and responsibilities of the management and operation of the system. These include, but may not be limited to: rates, expenses, fees, cost of services, staffing, policies and procedures, financial reporting methods, programming, and hours of operation.

CITY OWNED PROPERTIES AND EQUIPMENT:

All land, buildings, improvements, and permanent equipment which are presently in place and being used for the System, or new facilities which may be added by construction projects to be used by or as part of the System, shall remain or become the property of the CITY, but with full use, as needed, for the operation of the Public Works Department.

CITY RESPONSIBILITIES:

1. CITY's responsibilities are outlined in the attached draft contract.

DISQUALIFICATION OF PROPOSER

Although not intended to be an inclusive list of causes for disqualification, any one or more of the following causes, among others may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

- Evidence of collusion among proposers
- Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- Default or termination on a previous contract for failure to perform or otherwise.
- Lobbying the City Manager, City Council, or City Staff during the proposal process

BASIS OF THE PROPOSAL

Each qualified SERVICE PROVIDER shall provide a submittal package with sufficient information about the Firms qualifications to assist the City of Gautier in making the proper determinations about their professional capabilities. Each Firm must submit the name and credentials of the person who will be the CITY's contact and will be primarily responsible for rendering services if selected. SERVICE PROVIDER shall provide relevant information the company would like considered addressing each qualification criteria.

Proposals will be evaluated by a selection committee on the basis of written materials as outlined in the RFP and graded according to the rating system as follows:

Qualifications Criteria	Percentage
<i>Pricing:</i>	<i>20%</i>
<i>Relevant Experience and Past History:</i>	<i>20%</i>
<i>Professional Background and Caliber of Personnel:</i>	<i>20%</i>
<i>Vendor Stability & Solvency:</i>	<i>15%</i>
<i>Proposed Workplan:</i>	<i>25%</i>
<u>TOTAL PERCENTAGE GRADE</u>	<u>100%</u>

Any cost associated with the preparation of the proposal response is the responsibility of the proposing company. The City of Gautier may elect to require presentations prior to contract award. Any costs, including travel and associated arrangements, are the responsibility of the proposal company.

Experience: Submit any experience in the operation of a water distribution, wastewater collection, lift station and public works system or similar facilities and any expertise working with or contracting with a government entity for a minimum of 5 years.

References: Provide a list of at least five (5) references including primary contact name, title, address and phone numbers. Provide a list of Public Works projects SERVICE PROVIDER has worked for and highlight those located in the State of Mississippi.

Staffing Plan: Provide a staffing plan for the system and its facilities, including job descriptions and qualifications, on-site staff schedule during operations, and any off-site schedule during operations, and any off-site staff schedule during operations and any off-site staff support that will be available.

General Operation: Provide proposed operating policies, procedures, and guidelines including operating hours, safety rules, emergency procedures for any repairs, recordkeeping and periodic reports to the City, inspection of books and records by the City or other government agency.

ORAL PRESENTATION

The City of Gautier may request some or all of the proposing Firms to make an oral presentation of their qualifications. If oral presentations are deemed necessary, the city will notify the respective firm following the submittal deadline. Virtual interviews may be conducted at the discretion of the city.

REJECTION OF SUBMITTALS

All submittals must be submitted in accordance with the instructions as outlined herein to receive consideration. Any SERVICE PROVIDER submitting inadequate or incomplete information will not be considered. The City of Gautier reserves the right to reject any and all submittals and to request any additional information as it deems necessary.

INSTRUCTIONS

All proposals shall be submitted to the attention of Mrs. Teresa Montgomery, City Clerk, City of Gautier, 3330 Highway 90 Gautier, MS by Monday, July 17, 2023, at 10:00 a.m. at which time all proposals will be publicly opened and read aloud in the Board Room of City Hall.

All proposals shall be submitted in a sealed envelope marked “**Public Works Proposals**”, and if any envelope is not so marked, any proposal contained therein will not be considered. Include one (1) original and seven (7) copies with one (1) electronic copy on flash drive. All proposal envelopes must contain the SERVICE PROVIDER's name and mailing address on the face of the envelope.

Proposal information may be obtained at the City Clerk's Office during office hours or by contacting (228) 497-8000. No proposal may be withdrawn for a period of ninety (90) days after the above proposal opening date.

The City of Gautier reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all proposals.

By MAIL or Hand Delivery:

City of Gautier (City Hall)
Attn: Teresa Montgomery, City Clerk
3330 Highway 90
Gautier, MS 39553

SERVICE PROVIDER is solely responsible for meeting submittal deadlines. Any proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Proposals may be held by the CITY for a period of not to exceed ninety (90) days from the date of opening of proposals for the purpose of reviewing the statements and investigating qualifications of the applicants prior to awarding. A contract will be awarded to the qualified SERVICE PROVIDER whose proposal is determined to be most advantageous to the CITY. The CITY reserves the right to waive any

irregularities or informalities in the proposals submitted, reject any and all proposals, or terminate the solicitation with no contract awarded.

Any persons having questions about this Request for Proposals may contact Teresa Montgomery, Gautier City Clerk by email – tmontgomery@gautier-ms.gov

APPENDIX “A”

See attached proposed contract.

APPENDIX “B”

1. Mardi Gras Parade
2. Christmas Parade
3. Homecoming Parade
4. Lights and Lagniappe
5. Cruisin’ the Coast
6. Mullet Fest

APPENDIX “C”

PROPOSAL PRICE SHEET

MANAGEMENT FEE

“WATER, SEWER AND DRAINAGE” \$ _____ /Month \$ _____ /Year

ROADS AND STREETS \$ _____ /Month \$ _____ /Year

EQUIPMENT, VEHICLES, AND TOOLS

\$ _____ /Month \$ _____ /Year

TOTAL BASE

\$ _____/Month \$ _____/Year

**PROFESSIONAL SERVICES CONTRACT
FOR THE OPERATIONS AND MAINTENANCE OF
THE WATER AND SEWER SYSTEMS AS WELL AS THE STREETS AND DRAINAGE
SYSTEMS AND OTHER SYSTEMS FOR THE CITY OF GAUTIER**

THIS PROFESSIONAL CONTRACT ("**Contract**") is entered into by and between the CITY OF GAUTIER MISSISSIPPI ("**City**" or "**Owner**") and ("**SERVICE PROVIDER**") on the day and date(s) hereinafter signed and executed for the purposes and according to the conditions hereinafter specified.

WITNESSETH THAT:

WHEREAS, the City of Gautier, Mississippi, is a Municipal Corporation and body politic organized and existing according to the laws of the State of Mississippi, governed according to the Council/Manager Form of Government where the overall goals and budget for the city are set by the council, but the day-to-day City operations are handled by the city manager.

WHEREAS, SERVICE PROVIDER, is a corporation organized and existing according to the laws of the State of SERVICE PROVIDER, and legally and officially authorized to do business in the State of Mississippi; and

WHEREAS, the City owns, controls, and performs maintenance and repairs of its water, sewer, streets, and drainage systems ("**System**") within the City, and the operations and maintenance of the System is under the charge of the Public Works Director who oversees the contract with the actual work on the System performed by a private contractor, and

WHEREAS, SERVICE PROVIDER is a corporation that performs professional utility services for Government Agencies; and desires to contract to furnish and provide professional services to operate and maintain the City's Water, Sewer, Streets, and Drainage Systems, and the City desires for SERVICE PROVIDER to provide said services under this Contract; and

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, obligations and benefits between the parties as herein set forth, and the promise by the City to pay for the professional services to be performed as herein set forth, and by SERVICE PROVIDER to furnish and provide professional services to operate and maintain the System for the City as herein provided, Owner and SERVICE PROVIDER hereby covenant and agree to the following terms and conditions, to-wit:

ARTICLE I. CONTRACT DOCUMENTS

Section 1.01 **“Contract”** means this Professional Services Contract, including all appendices and all terms included in the related Request for Proposals, attached as Appendix “A”.

ARTICLE II. - EQUIPMENT, VEHICLES AND FACILITIES

Section 2.01 **Vehicles, Equipment, and Tools Owned by SERVICE PROVIDER.** SERVICE PROVIDER shall acquire at its own expense and use for work on the System under this Contract and store on the facility grounds its own vehicles, equipment, and tools necessary to perform the Contract, for which it shall retain sole ownership and sole possession thereof during the life of the Contract. City shall have no responsibility for maintenance, repairs, or insurance coverage of such equipment. City shall not be responsible for capital expenditures for any property owned by SERVICE PROVIDER. SERVICE PROVIDER shall provide personal protection equipment for individual use, including but not limited to hardhats, boots, raingear, uniform expenses (including laundry service for uniforms and City’s Director of Public Works shall approve uniforms), safety vests, ear plugs, sunscreen and medical supplies, and the like. SERVICE PROVIDER shall provide all traffic control devices including, but not limited to barrels, cones, signage, and barricades. SERVICE PROVIDER shall further provide at its expense all equipment necessary to provide and perform under this Contract. It is acknowledged by SERVICE PROVIDER that SERVICE PROVIDER shall provide at its own expense all radios, cell phones, office supplies, and the like, in connection with the carrying out of its duties and obligations and to perform under this Contract. SERVICE PROVIDER shall have normal access to and can utilize as part of its performance under this Contract the software programs owned or licensed by the City associated with the provision of professional services to the City hereunder. SERVICE PROVIDER shall assign all of its employee e-mail addresses that can be readily utilized by City in connection with communications, work, and services under this Contract. A list of all vehicles and equipment purchased by SERVICE PROVIDER to provide services under a contract with the City shall be provided to City upon award of the contract, and an updated list will be provided annually. The initial list shall be attached hereto as Appendix “B”. At the conclusion of the contract, or in the event of termination by the City or SERVICE PROVIDER, the separate line item price per year by the City shall be deducted from the total cost of the vehicles and equipment. If the City has paid the full cost, ownership of the vehicles and equipment shall be transferred to the City. In

the event the City has not paid the full cost, the City shall have the option to pay the remaining unpaid cost within 60 days of the termination of the Contract, or to allow SERVICE PROVIDER to maintain ownership of the vehicles and equipment. Cost shall be defined as the amount paid for the vehicles and equipment by SERVICE PROVIDER who shall provide proof thereof. SERVICE PROVIDER shall not sell, transfer or dispose of any equipment or vehicles provided on the initial or amended list without prior written consent from the City.

Section 2.03 Provision of Facilities for Service Provider Offices. As part of this Contract and the consideration herein, City shall provide SERVICE PROVIDER as its contract agent use of existing offices, office furniture, warehouse and yard space within the present Public Works facilities and premises, as reasonably required for SERVICE PROVIDER to execute its duties and provide services to the City under this Contract. Such use shall be specifically limited for that required or permitted under the Contract and for City's benefit only. The facilities provided to SERVICE PROVIDER according to this section are annexed hereto. The City shall retain such facilities and/or the partial use of facilities, furnishings and office equipment located at 3305 Gautier Vancleave Road behind the City Utility Building.

Section 2.04 Restriction on Use of City Property. All equipment, vehicles and facilities belonging to City and allowed to be used by SERVICE PROVIDER, if any, under this Contract shall be possessed and used by SERVICE PROVIDER exclusively and solely in the work of the System under the scope of this Contract, and for no other work or use by SERVICE PROVIDER or its employees outside of the work provided under this Contract. No third party, or other contractor shall be allowed by SERVICE PROVIDER or Owner to use the equipment, tools and facilities provided to SERVICE PROVIDER under this Contract. No City owned vehicles or equipment allowed to be used by SERVICE PROVIDER under this Contract shall be used for personal use and shall not be used as a means of transportation by employees of the SERVICE PROVIDER to and from their personal residence, and shall not be taken outside of the boundaries of the City of Gautier.

Section 2.05 Signage. All vehicles and equipment provided by SERVICE PROVIDER TO PERFORM UNDER THIS CONTRACT shall be marked with Service Provider labels and shall bear such identification as may be required by State law and shall be tagged in the City of Gautier, Jackson County, Mississippi. Said equipment to be provided by SERVICE PROVIDER shall only be used within the City of Gautier. Any City Equipment owned by the City shall be marked with City labels and bear City of Gautier inventory labels.

ARTICLE II. - SCOPE OF SERVICE PROVIDER'S SERVICES

Section 3.01 General Purpose. SERVICE PROVIDER shall provide professional utility management, operational and maintenance services to operate and maintain the "System" as defined herein. SERVICE PROVIDER shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated. Management shall possess the skills, knowledge, education, and experience necessary to manage the functions and organization of the size of Gautier. The contractor will be expected to provide such services in a professional

manner in accordance with normal and customary industry standards. SERVICE PROVIDER shall continuously find ways to improve efficiency as the environment changes, i.e., laws, regulations, city ordinances, software, customer demands, new technology, etc. SERVICE PROVIDER shall maintain hiring practices and provide the training necessary to ensure that the workforce is sufficiently trained. Those positions identified as Key & Essential shall be subject to approval by City Manager.

Section 3.02 Water and Sewer Operations and Maintenance. SERVICE PROVIDER shall maintain the City's water and sewer system in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth. Water and sewer system operations and maintenance shall include, but not be limited to the following:

- A. Within the design limits of the City's water supply and distribution system, manage, operate, and maintain the system such that water discharged from the Project meets requirements specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi. System includes pressure reducing valves, water treatment plants, elevated water storage tanks, and water wells.
- B. Within the design limitations of the City's wastewater collection system, manage, operate, and maintain the system such that the Project meets current requirements as presently specified by State and Federal regulatory agencies. This service shall include providing Project staff that will meet SERVICE PROVIDER certification requirements of the State of Mississippi.
- C. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all maintenance activities. SERVICE PROVIDER shall provide a monthly well production report with run times. Owner shall have the right to inspect these records at any time.
- D. Develop an Emergency Response Plan in addition to the plan adopted by the City and Department of Public Works for use by the Project staff in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by City Public Works Director and City Manager.
- E. Perform other contract operations services as directed by the Owner as may arise or be required in conjunction with the professional services contracted hereunder.
- F. Provide for water sample collection by SERVICE PROVIDER's staff consistent with current system needs and State and Federal requirements. This shall include ensuring the water samples are properly taken, preserved, and transported to the appropriate State testing laboratory as is currently being performed to ensure the safety of the potable water supply of the City.

- G. Provide staff response for emergency repair of the utility system, as required. This shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability for emergency call out throughout the term of this agreement.
- H. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- I. Employ monitoring and testing measures designed to assure compliance by the City of Gautier with Federal and State regulations and requirements under the *Safe Drinking Water Act 42 U. S. C. § 6901*, et seq. as amended, and City of Gautier Ordinances adopted to comply therewith *Consumer Confidence Reports* on the quality of drinking water for distribution by City to customers according to requirements of Federal and State law and the U. S. Environmental Protection Agency (EPA), The Mississippi Department of Environmental Quality (DEQ), State Health Department, or other Government Agency; *Mississippi Safe Drinking Water Law, § 41-26-1*, et seq. as amended; and the inspection and monitoring for intrusion of grease in sanitary sewer systems and other State Laws controlling public water and sewer operations
- J. Assist and advise the City of Gautier in its Management, Operation and Maintenance Program, including provisions for record keeping, for the purpose of Gautier's Sanitary Sewer Collection System and Water Distribution System. This shall include completing a Global Positioning System survey for each new water meter, water valve, fire hydrant, sewer manhole, sewer pipe, water pipe, water well, water tank, sewer pump station, or pressure reducing valve that is installed or replaced that is currently not on the City's GIS maps or is incorrectly reflected on the GIS Maps. This survey shall be coordinated with the Gautier City Engineer under contract.
- K. Operate a computerized inventory management system (Storeroom) to track materials and equipment used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall be minimally ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or materials annually by September 30 each year during the term of the Contract below the ninety- nine percent (99%) accuracy level.
- L. Within staff and equipment capabilities provided for under this Contract, SERVICE PROVIDER shall perform water and sewer improvements to the existing system, including, without limitation, replacing existing water and sewer pipes, installing or replacing sewer lift stations, installing new water and sewer systems, as coordinated by the Director of Public Works and SERVICE PROVIDER.
- M. Make recommendations as deemed needed to the Director of Public Works for

adoption of Ordinances, Policies or for capital improvements to improve and maintain the City's water and sewer systems, and/or to assure compliance with Federal, State, and local laws and regulations.

- N. Pavement restoration associated with maintenance and operation of the Water and Sewer systems, which shall be completed prior to acceptance of any work and the service request/work order being considered complete and which shall minimally be completed in accordance with the City's Ordinances, design standards, and Standard Operating Procedures, The pavement restoration should be to the satisfaction of the Public Works Director and City Manager.
- O. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing Systems, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the Systems upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.03 Benchmark Performance Standards for Water System Services and Maintenance.

- A. **Water Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for water system maintenance, repairs, or improvements under Section 3.02 above. The Criteria for Benchmark Standards for water system services requested are specified in Appendix "C" annexed hereto as a material part of this Contract.
- B. **Routine Water System Maintenance.** SERVICE PROVIDER shall comply with "benchmark" performance standards for quality, production and response time, in the systematic routine maintenance and repairs of water system components required under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "D", annexed hereto as a material part hereof.

Section 3.04 Benchmark Performance Standards for Sewer System Services and Maintenance.

- A. **Sewer System Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received requiring work to be performed for sewer system maintenance, repairs, or

improvements under Section 3.02 above. The Criteria for Benchmark Standards for sanitary sewer system collection services are specified on Appendix "E" annexed hereto as a material part of this Contract.

- B. **Routine Sewer System Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the sanitary sewer collection system under Section 3.02 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "F" annexed hereto as a material part of this Contract.
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.05 Street Maintenance. SERVICE PROVIDER shall maintain the City's streets and alleys, which are open for public use, in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Gautier standards and in accordance with performance standards herein set forth as well as any applicable or governing legal standards, regulations, or requirements. Street maintenance shall include the following:

- A. Repair of potholes and cut pavement with such to be in accordance with benchmark standards for performance and quality and work seen by SERVICE PROVIDER as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same.
- B. Repair street cave-ins and restore street to City standards and benchmark quality and performance standards; pipe repairs shall include replacing pipe.
- C. Repair and/or replace drainage boxes.
- D. Repair or replace driveways and culverts where driveways are damaged due to street drainage, sewer or waterline repairs performed by or for the City.
- E. Street sweeping according to City standards shall be based upon a systematic scheduling approach for all main thoroughfares including but not limited to Gautier Vancleave Road, Highway 90, Old Spanish Trail. Other areas in the City to be swept as needed per the Public Works Director or City Manager.
- F. Roadway repairs as needed. Place fill in any ruts/holes in City ROW by

filling holes/ruts with gravel, limestone, or other pre-approved materials.

- G. Prepare streets and roadways for re-paving, and oversee re-paving by paving contractor as necessary where designated by the City for paving or surfacing by a private contractor;
- H. Perform sidewalk repairs, maintenance, and replacement.
- I. Removal and disposal of brush and debris in a solid waste disposal site provided by City, including large discarded home items, or debris that is normally removed by City and not serviced by City's solid waste disposal contract and is located within the City Right of Way.
- J. Prompt street cleanup of trash within 24 hours from parades or special events (a listing of annual parades and special events that have been previously held in Gautier is provided as Appendix "L" to the Contract); however, it is acknowledged this listing is not exhaustive and that City will provide SERVICE PROVIDER with as much advance notice of such events as possible;
- K. Regular litter and trash pickup and cleaning of medians and shoulders in areas of highways and thoroughfares and any other areas the Public Works Director or City Manager deem necessary.
- L. Mow, trimming of grass, and weed eating according to a systematic schedule approved by City all easement and right-of-way grounds (shoulders and medians) and exclusive of parks and other areas maintained by the City's Parks and Recreation Department. Should the SERVICE PROVIDER receive advance approval from the City, SERVICE PROVIDER may utilize a herbicide program to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards.
- M. Trim tree branches and cut down trees or other natural vegetation accessible in City rights-of-way, streets, or easements, which constitute a traffic hazard, public safety hazard, or which are dead, unsightly, or otherwise constitute or found to be dangerous conditions. City of Gautier tree ordinances shall be followed, where applicable.
- N. Operate a computerized maintenance management software system (Tyler) for the Owner. This system shall be employed to document all maintenance activities for the streets and drainage system. Owner shall have the right to inspect these records at any time.
- O. Provide staff response for emergency repair of the streets and drainage system, as required. This response shall include emergency "call-out" telephone

numbers for assigned project staff, as well as the corporate support team. SERVICE PROVIDER staff will maintain availability of staff for emergency call-out throughout the term of this agreement.

- P. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- Q. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- R. Perform streets and drainage improvements to existing system, including, but not limited to, replacing existing storm drainage pipes, installing, or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works and City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvements projects.
- S. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets and drainage systems, and/or to assure compliance with Federal, State, and local laws and regulations.
- T. Weed trimming and sidewalk cleaning according to City standards and based upon a systematic scheduling approach.
- U. With respect to wintery weather or in anticipation of such conditions, the SERVICE PROVIDER shall place sand or salt on bridges or other needed areas according to the direction of the Director of Public Works.
- V. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

Section 3.06 Benchmark Performance Standards for Street Maintenance and Repair Services.

- A. **Street Requests for Services.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for services requested are specified on Appendix "G" annexed hereto as a material part of this contract.
- B. **Routine Street Maintenance and Repairs.** SERVICE PROVIDER shall comply with the "benchmark" performance standards for quality, production and response time in the systematic routine maintenance and repairs required to be performed for "street maintenance" under Section 3.05 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "H" annexed hereto as a material part of this Contract. Additionally, a Street Sweeping Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "N".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.07 Drainage Services. Ditches and water courses, pipes and culverts making up the City's drainage system shall be identified and maintained by SERVICE PROVIDER in a professional and reasonably expedient manner according to benchmark standards for performance and quality and pursuant to and in accordance with all applicable or governing standards, regulations, and requirements of the U. S. Army Corps of Engineers, Mississippi Department of Environmental Quality, Mississippi Department of Marine Resources, as well as other applicable or governing legal standards, regulations, or requirements. Drainage services performed by SERVICE PROVIDER shall include, but not be limited to, the following:

- A. Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and system drainage water courses shall be removed and disposed of in accordance with benchmark standards for performance. However, if such removal seen by SERVICE PROVIDER is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery of the same;
- B. Systematic schedule for drainage maintenance shall be developed and followed to ensure all systems are regularly maintained.

- C. Apparent damage to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where non-budgeted improvements are needed, SERVICE PROVIDER shall make recommendations to City for planned improvements;
- D. Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to City's benchmark standards for performance and quality, however when removal is needed or necessary to avert, avoid, or ameliorate a dangerous condition it must be completed by SERVICE PROVIDER immediately upon notice or discovery of the same;
- E. SERVICE PROVIDER will observe and inform City of apparent damages or defects in system culverts requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list of such expenditures for City's planned expenditures;
- F. Subsurface drainage pipes shall be cleaned to remove obstructions interfering with the flow. TV inspections to be performed as needed.
- G. Where visible, drainage pipes will be observed for existing or potential failures, cave-ins, or defects. The City shall be notified of any such apparent conditions that may constitute a safety hazard or may materially affect the City's drainage system. SERVICE PROVIDER shall make recommendations to correct such problems.
- H. SERVICE PROVIDER shall perform streets and drainage improvements to the existing system including the replacing of existing storm drainage pipes, installing or replacing catch basins/junction boxes, and drainage systems as directed by the Director of Public Works OR City Manager. SERVICE PROVIDER shall coordinate as needed with City's contractors performing special improvement projects.
- I. SERVICE PROVIDER shall comply and assist the City in complying with current EPA requirements in the operation, maintenance, and improvement of the Streets and Drainage System.
- J. With the exception of work that would otherwise require the encumbrance of a capital expenditure by the City to complete, such as significantly large and comprehensive improvements to the existing system, the SERVICE PROVIDER shall immediately perform all work as needed or necessary to avert, avoid, or ameliorate any dangerous condition associated with respect to operation or maintenance of the system upon notice

or discovery of the same. SERVICE PROVIDER shall immediately provide adequate notice to the City through the Director of Public Works of each such condition upon notice or discovery of the same by SERVICE PROVIDER.

- K. Perform other contract operations services as directed by the Owner and as may arise or be required in conjunction with the professional services contracted hereunder.
- L. Make recommendations as deemed needed to the Director of Public Works or City Manager for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's systems, and/or to assure compliance with Federal, State and local laws and regulations.

Section 3.08 **Benchmark Performance Standards for Drainage Services.**

- A. **Drainage Service Requests.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received that require work to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for drainage service requests are specified on Appendix "I" annexed hereto as a material part of this Contract.
- B. **Routine Drainage Maintenance and Repairs.** SERVICE PROVIDER shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the drainage system (i.e., ditch and pipe cleaning) to be performed for Drainage Services under Section 3.07 above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified in Appendix "J" annexed hereto as a material part of this Contract. Additionally, a Ditch Maintenance Plan shall be submitted by SERVICE PROVIDER with its response and said plan shall be attached hereto as Appendix "M".
- C. Compliance with "benchmark" performance standards in this Contract shall not relieve **SERVICE PROVIDER** from adhering to and complying with all applicable or governing standards, regulations, and laws.

Section 3.09 **Call Center services to be performed by the City shall include the following:**

- A. City shall operate a Call Center which calls shall be answered, and service requests created in Tyler Technologies work order software system or similar software system. Majority of calls for general assistance shall be initially taken by the City's Call Center. However, the SERVICE PROVIDER shall be required to answer all calls as well as to timely address and respond thereto.

ARTICLE IV. -GENERAL OBLIGATIONS OF SERVICE PROVIDER

In performing the services herein required of SERVICE PROVIDER, it is covenanted and agreed, as follows:

Section 4.01 Staff and Employees.

- A. SERVICE PROVIDER shall hire, train, employ and supervise sufficient employees and management personnel to operate and manage the project and perform the services required under this Contract. It is agreed, however, that the employee staff, shall include, but not be limited to personnel identified in Appendix "K", with necessary qualification and training to perform the standards of work required for each said employee position. An organizational chart, a list of said Key and Essential positions, educational requirements, minimum rates of pay, and detailed job descriptions for the streets, drainage, sewer and water maintenance portions of the Contract is annexed hereto as Appendix "K" and made a part hereof. The City Public Works Director and City Manager shall approve Key and Essential personnel as listed. All employees shall be full time and performing work for the City of Gautier under this Contract completing business related to Gautier Public Works. The project manager is subject to approval of the City Manager. The City Manager, at his/her sole discretion may require SERVICE PROVIDER to replace key personnel during the life of the contract in the event of dissatisfaction with SERVICE PROVIDER'S key personnel.
- B. SERVICE PROVIDER shall maintain the total number of positions as defined in Appendix "K". In the event a position becomes vacant, the SERVICE PROVIDER shall fill that position within thirty (30) working days of the previous termination for non-Key and non-essential positions, and sixty (60) working days for Key and Essential positions. SERVICE PROVIDER shall supply Owner records of personnel status to substantiate staffing. SERVICE PROVIDER shall reimburse the City of Gautier at the minimum rate listed in Appendix "K" plus 50% per work day for each unfilled position once the allowable working days after termination have expired. The City shall deduct this amount from the monthly retainage and final pay application.
- C. SERVICE PROVIDER shall assume sole responsibility for cost of labor and benefits of all employees required to operate the System. Said employees shall continue to be employees of SERVICE PROVIDER and not the City.
- D. Perform work planning and scheduling for the staff, including documentation of the completion of those work tasks. Monthly reports of progress shall be provided to the owner monthly.
- E. Develop an Emergency Response Plan for use by the Project Staff approved by the City of Gautier. This plan shall address Homeland Security, Mississippi Department of Environmental Quality and Mississippi Department of Health requirements including, but not limited to oil spills, sewer spills and water outages.

- F. Provide training, education and staff development as needed to maintain employees qualified and able to perform the work required by Section 3.02, Section 3.05, Section 3.07, Section 3.09, Section 3.10, and Section 3.11 above in a good, courteous, and workmanlike manner. This training will include, but is not limited to orientation, safety, continuing education, and monthly training. SERVICE PROVIDER is responsible for computer training for all programs currently used by the City's Public Works Department, including, but not limited to, Microsoft Office Suite, project planning software, Internet Tyler Technologies, and Mission Control Systems (SCADA). SERVICE PROVIDER's staff shall be NIMS trained as needed.
- G. Each employee assigned to a position shall be required to demonstrate to SERVICE PROVIDER the ability and knowledge necessary to perform the job function successfully. The certification practices shall be subject to review and satisfaction of the Director of Public Works and the City Manager. City has the right to revoke the ability for an employee of the SERVICE PROVIDER to continue in a position if unreasonable instances of rework occur or for other good cause, as determined by the City.
- H. SERVICE PROVIDER shall obtain and keep current any and all business, professional and/or privilege licenses required by Federal, State or Local law or regulation to perform the services to be provided to City under this Contract. SERVICE PROVIDER's staff shall possess all required licenses including but not limited to driver's license, herbicide license, etc. to perform the work under this contract.
- I. SERVICE PROVIDER shall implement and adhere to a random drug / alcohol screening program that all employees are subject to and is consistent with state and federal law. Blind results of test results shall be forwarded to the City Public Works Director. This program shall include policies for disciplinary action, including dismissal for failure of drug / alcohol tests. To the extent permitted by law, SERVICE PROVIDER's drug / alcohol screening program shall also minimally include pre-employment tests, random drug / alcohol screening, and post-accident testing, including, but not limited to, accidents involving use of vehicles and equipment.
- J. SERVICE PROVIDER shall perform background checks for each employee prior to hiring.
- K. SERVICE PROVIDER shall perform all maintenance and repair on all equipment, vehicles, and tools provided by SERVICE PROVIDER.
- L. Nothing contained in this contract shall limit or excuse the SERVICE PROVIDER's responsibility and liability related to its employee's qualifications for and performance of duties assigned under this contract.

Section 4.02 Expense and Cost of Service Obligation of SERVICE PROVIDER. SERVICE PROVIDER is responsible for all equipment. OWNER is only responsible for materials. No materials purchased by City for City use shall be used (on credit system or otherwise) by SERVICE PROVIDER except on City of Gautier projects.

Section 4.03 Other Obligations and Services by SERVICE PROVIDER.

- A. During any project rehabilitation phase, SERVICE PROVIDER shall comply with all regulatory requirements. Upon completion of any system rehabilitation, the SERVICE PROVIDER's liability under this clause shall continue.
- B. Owner retains (24) hour per day access to all Systems. Visits may be made at any time by any of Owner's employees. The Owner shall provide any necessary keys to the system to the SERVICE PROVIDER. Visitors to the System must be approved by the City Public Works Director or City Manager.
- C. On a continuing basis, as a service under this Contract, SERVICE PROVIDER shall provide professional management assistance if requested by City to reduce the cost of operations and maintenance of the water and sewer system for Owner throughout the term of this Contract.
- D. SERVICE PROVIDER shall establish a system for response to "service call" repair needs and complaints in a reasonable and timely manner in conformity to the "benchmark standards" of this Contract so as to prioritize repairs according to apparent severity of the problem and the number of incidences requiring attention.
- E. SERVICE PROVIDER shall work with Public Works Director and City Manager to warn the public promptly of known dangerous conditions. This shall include, but not be limited to signage and door hangers. Media Communication (TV, radio, and newspaper) notifications will come from the OWNER; however, SERVICE PROVIDER shall timely provide all correct information regarding the known dangerous condition.
- F. Work Orders tracking labor, materials, and equipment usage must be completed with 100% accuracy for all requests and daily routine work. It is recognized by the parties that this tracking of work orders is essential in disaster events. Therefore, no exceptions are allowed without approval by the City's Director of Public Works with reason or cause given for failure to track these areas.
- G. Operate a computerized inventory management system to track materials and equipment (indoor, outdoor and storage yard) used for this Contract. The City of Gautier shall conduct an inventory inspection semi-annually. This inventory shall minimally be ninety-nine percent (99%) accurate. The SERVICE PROVIDER shall reimburse the City of Gautier for any missing equipment or materials annually by September 30 each year during the term of the Contract below the ninety-nine percent (99%) accuracy level.

Section 4.04 Right of Entry, Easement Requirements. SERVICE PROVIDER shall not perform any service under this Contract on private property, without documentary proof of easement, right-of-entry, or title ownership in favor of City or SERVICE PROVIDER. SERVICE PROVIDER shall not enter private property without proper authorization and authorized or permitted by law. The SERVICE PROVIDER shall be entitled to rely at City's risk on the City's reasonable representation of rights of access, egress, easement or ownership of ditches, watercourses, drainage easements, streets, and roadways, and rights-of-entry.

ARTICLE V. - GENERAL OBLIGATIONS OF OWNER

The parties hereto covenant and agree to the following covenants, conditions and owner's obligations under this Contract, to-wit:

Section 5.01 Provision for Facilities, Vehicles and Equipment. As part of this Contract and the consideration herein, City shall provide for SERVICE PROVIDER's use of offices, office furniture, as provided and conditioned in Article II above, or elsewhere in this Contract only. All other items are the responsibility of the SERVICE PROVIDER. SERVICE PROVIDER shall provide the following:

- A. Perform and fund both the preventive and corrective maintenance repair including ordinary wear and tear (except for funding of repairs of damages caused by SERVICE PROVIDER, due to negligence or damage other than ordinary wear and tear to vehicles and equipment) for any and all City vehicles and equipment used by SERVICE PROVIDER under this Contract. "Ordinary wear and tear" shall include the normal and reasonable abrasions and deterioration of appearance, parts, and operational capabilities due to equipment age and operations performed in accordance with the manual associated with such vehicles and equipment.
- B. SERVICE PROVIDER shall perform and fund preventive and corrective maintenance repair , including ordinary wear and tear and replacement, if necessary, for any and all vehicles and equipment of SERVICE PROVIDER provided under this Contract.
- C. Provide Jackson County auto tags and inspection certificates that may be required for all SERVICE PROVIDER vehicles and equipment.

Section 5.02 Licenses, Easements, and Warranties. City shall maintain all easements, warranties, licenses, permits or other types of authorization that it has or shall require for the project. The duty is on the SERVICE PROVIDER to ensure these are in place prior to commencement of work.

Section 5.03 Taxes, Permit Fees, Etc. City shall pay all franchise, property, or other taxes and/or permit or license fees required by any governmental agency or by any regulation for system work under this Contract. City shall not be required to pay any tax on income earned by SERVICE PROVIDER as a result of this project, or any franchise fees of SERVICE PROVIDER, and City shall not pay any professional licensing fee or professional association dues for SERVICE PROVIDER or any of its staff or

employees. City shall not waive any professional fees normally charged by City for individuals or SERVICE PROVIDER employees to perform their trade because of this Contract.

Section 5.04 Budgeted Costs Retained by City. City shall continue to pay for financial and budget items not assumed by SERVICE PROVIDER under this Contract required for operations and management of the Systems. Obligations of City include utilities and local telephone service (SERVICE PROVIDER shall pay all long distance charges), building materials, repair parts, limestone, asphalt, gravel, concrete/cement, sewer or water pipe materials, meters and related supplies, and operating supplies for the system. All other items not listed above are the sole responsibility of the SERVICE PROVIDER to pay.

ARTICLE VI. - COMPENSATION BY CITY TO SERVICE PROVIDER

Section 6.01 Annual Base Fee. The base fee to be paid by City to SERVICE PROVIDER is agreed hereby to provide for the administration and compensation according to the intent of this Contract. In accordance with this Contract, the Owner shall pay the SERVICE PROVIDER as base fee per year of the term of this Contract, as follows:

Total Base Fee Per Year (Prorated if Necessary) \$ _____

The base fee includes but is not limited to cost of labor, benefits, vehicles, equipment, tools, office supplies, fuel, gas, Lyme, chemicals such as chlorine or others that are necessary for water treatment plants.

Except for emergency calls, SERVICE PROVIDER's holiday schedule shall be limited to the same holidays approved by the Governing Authority of City.

The first year for which the prorated annual base fee shall apply begins on the "**commencement date**" of the Contract and expires on September 30 of that fiscal year, and each succeeding year of the Contract for purposes of annual base fee shall cover the twelve-month period occurring from October 1 to September 30.

Section 6.02 Escalation or Adjustment of Annual Base fee.

A. **Escalation.** There shall be no escalation or adjustment in the annual base fee for the term of this contract.

B. **Adjustment of Base Fee for Change of Scope of Services.** In the event that a change in scope of services is initiated by the Owner, Owner and SERVICE PROVIDER will negotiate and provide by written amendment hereto a commensurate adjustment, if necessitated, in the annual base fee to be paid during the remainder of the term of this Contract to cover increased labor costs, or to deduct costs where the scope of services may be decreased.

- C. **Changes Decreasing the Scope of Contract.** Where budget amendments are adopted to decrease the scope of services under this Contract, the Contract shall be amended, and compensation adjusted for a decrease in staffing as is appropriate.

Section 6.03 **Monthly Payment of Annual Base Fee.** One-Twelfth (1/12th) of the annual base fee ("**monthly payment**") for the then current year shall be due and payable in arrears, subject to an invoice for payment, and submitted to the City's Director of Public Works, or designated representative on the last day of the month for each month that services are to be provided, less monthly retention amounts for quality and performance assurance as required by this Contract and less, if any, the personnel deficiency and/or equipment damage adjustments. The application for payment, if legal and accurate, will be paid on the claims docket approved at the second meeting of the following month.

Section 6.04 **Change in Work.**

- A. **Changes Within Scope of Contract,** Owner may make changes in the work, provided the changes are reasonably within the scope of this Agreement, and SERVICE PROVIDER shall expeditiously perform the changes as directed.
- B. **Changes Increasing Scope of Contract.** Any change in the work that results in an increase in the utility workforce shall correspondingly increase the costs as provided in this Article. Water and Sewer System modifications and expansions, which result in a recognized need and resulting Owner approved increase in staffing; or increases in staffing to respond to new State and federal regulations constitute a change in the work and a "change of scope of services." Streets and Drainage System modifications and expansions due to annexation of adjoining areas by the City which result in a recognized need and resulting Owner approved increase in staffing constitute a change in the work.

Section 6.05 **Retained Compensation to Assure Achievement of Quality, Response and Production Standards.**

- A. **Purpose of Retention of Compensation.** The purpose for City's retention of compensation is to assure that SERVICE PROVIDER has achievement and incentive standards for performance in the areas of customer satisfaction, quality of work, production and timely response, and systematic routine maintenance, and that the City has applicable benchmarks to measure contract performance.

- B. **Retention of Compensation.** From the Monthly Base Fee one twelfth (1/12) of the annual retention amount to be paid by City to SERVICE PROVIDER under this Contract, City shall retain a total of five percent (5%), by retention from each monthly compensation fee payment. Said retention from monthly payments shall commence with the monthly base fee payment due for the first month of the annual period of this contract beginning on November 13, 2023 (commencement date). Retention from monthly base fee payments shall continue in the same amount each month during the remainder of the Term of this Contract. Penalties assessed as set forth in C-G of this article shall be at the sole discretion of the City, as recommended by the City Manager, and decision of the City, as recommended by the City Manager shall be final.
- C. **Penalty for Failure to Timely/Properly Complete Service Requests/Required Work.** In the event SERVICE PROVIDER does not complete a service request according to benchmark quality and time standards in its entirety or in accordance with requirements/standards set out, referenced, or adopted in this Contract, including, but not limited to, documentation, restoration and clean up, the City shall deduct \$200 per instance and \$25 per day thereafter, as approved by the City's Director of Public Works. In addition, in the event SERVICE PROVIDER does not complete the the work in any ongoing schedule as required with the allowed three (3) Day Grace period the City shall deduct \$1,000 per instance and \$500 per day thereafter, as approved by the City's Director of Public Works and City Manager.
- D. **Penalty for Not Responding to "After Hours" Calls.** In the event SERVICE PROVIDER does not respond by either telephone or site visit within one (1) hour to Customer requesting service, the City shall deduct \$200 per instance, and \$50 per hour thereafter, as approved by the City's Director of Public Works and City Manager.
- E. **Penalty for Negligent / Deficient After-Hours Priorities.** In the event that after hours emergency events which endanger the public, including, but not limited to sewer main breakage, sewer force main breakage, water main breaks larger than 1.5", street cave-ins or major storm drain blockage, are not responded to and repaired immediately, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.

- F. **Penalty for Failure to Meet Construction Specifications.** In the event SERVICE PROVIDER does not comply with construction plans and specifications for work related to this Contract, or SERVICE PROVIDER fails to properly perform routine work related to this contract including, but not limited to installing pipe at incorrect grade, failure to compact fill or poor concrete workmanship, the City shall deduct a minimum of \$200 per instance plus the SERVICE PROVIDER shall pay all costs of rework, or cost of itemized rework, as approved by the City's Director of Public Works and the City Manager.
- G. **Penalty for Failure to Comply with City of Gautier Policies.** In the event SERVICE PROVIDER does not comply with policies related to this Contract as stated by the City of Gautier, the City shall deduct \$200 per instance, as approved by the City's Director of Public Works and City Manager.
- H. **Disposition of Annual Retention Amount.**
- 1) **Annual Review Authority of Retention.** The City Comptroller and the Public Works Director within ninety (90) days of the end of the fiscal year will measure performance relative to benchmarks for the purpose of determining disposition of the retained funds. A report of the performance shall be completed by Public Works Director within twenty (20) days of the end of the fiscal year for the SERVICE PROVIDER.
- (a) Response Time/Production Time. Using the table of benchmarks for the problem corrected and the time parameters set out in this Contract, a City of Gautier inspector will determine by random inspection or otherwise if service requests were completed as indicated in the work order system within the benchmark time allocated for the problem. Response and production time shall be determined as specified on attached appendices.
- (b) Quality of Work. Using the City of Gautier benchmarks, the Public Works Director or other designated employee will determine by random inspection or otherwise if service requests were completed according to City quality standards.
- (c) Routine Maintenance. The measurement for these services shall be determined by the City for each routine maintenance item according to the benchmarks established in the attached appendices or within the parameters otherwise stated herein.
- 2) **Annual Performance.**
- (a) Annual Report. Upon completion of the annual report referenced in Article V 5.01 the report shall be presented to the City Manager and the SERVICE PROVIDER. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

- (b) Payment of Retained Fees. The disposition of the retained base fees during the annual period of the report referenced in 6.05 H 1 shall be the retainage less all penalties assessed.

Mitigation of Deductions for Performance Deficiencies.

- (c) Force Majeure. Delays caused by rain or severe weather conditions, or other events beyond the control of the SERVICE PROVIDER, including but not limited to, supply shortages and not typically found to exist at such time in the "relevant area" that directly cause the SERVICE PROVIDER not to meet response time or production benchmarks / parameters shall not be included in measuring performance, or shall be adjusted to account for such uncontrollable delays. For purposes of this Paragraph, "relevant area" is defined to be the City of Gautier, Mississippi. In order to avail itself of this Paragraph, SERVICE PROVIDER must substantially demonstrate that there was a causal connection between the deficiencies in performance and the subject event(s) or condition(s) and that they had taken all reasonable steps to avoid the operation of this Paragraph.

ARTICLE VII. - REIMBURSEMENTS BY OWNER TO SERVICE PROVIDER

Section 7.01 Emergency Purchases and Expenditures. Repair parts, or emergency expenditures may be purchased on an "emergency basis" by SERVICE PROVIDER if needed to protect the health and well-being of the public. SERVICE PROVIDER shall notify the City for approval of such emergency expenditure prior to incurring the same, and if said prior notice is not possible, notice of the purchase or expenditure shall be given to the City as early as possible thereafter and in advance of the next regular or special City Council meeting. Emergency Expenditures shall be invoiced to City by Vendor and paid on the next regular claims docket. An appropriate justification of emergency expenses will be provided to the City. SERVICE PROVIDER shall cooperate and coordinate with City in addressing the emergency expense item with itemized costs thereof, and justification to the Governing Authority of the City as necessary to comply with State Purchasing Laws pertaining to emergency expenditures.

ARTICLE VIII. - TERM AND RENEWALS / EXTENSIONS

Section 8.01 Initial Term; Extended Terms. The initial term of this Contract ("**Initial Term**") shall commence on November 13,2023 ("**Commencement Date**") and shall expire (unless sooner terminated as herein provided or permitted by law) on September 30,2028. Unless the Contract has been previously terminated or canceled or either party has provided proper written notice to the other of their intention not to renew (or extend) this Contract at least 180 days prior to the expiration of any term (the "Initial Term" or an "Extended Term")

Section 8.02 **Cessation of City's Obligation As a Matter of Law.** The Governing Authority of the City elected for a term of office beginning in July 2025 and in July 2029 may act to renegotiate or cease funding of this Contract with or without cause at any time after officially commencing to serve its term of office, or otherwise void this agreement. Unless and until official action, if any, to renegotiate, terminate, or void this Contract is taken by the newly elected Governing Authority, and reasonable notice is given by City to SERVICE PROVIDER thereof, said Contract shall remain in full force and effect until expiration of the applicable Term as provided herein.

ARTICLE IX. - INDEMNITY. LIABILITY AND INSURANCE

Section 9.01 SERVICE PROVIDER's Liability and Indemnity.

SERVICE PROVIDER agrees to protect, indemnify, defend and hold harmless the City and its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating in any way, directly or indirectly, out of this Contract or the performance thereof. SERVICE PROVIDER shall not invoke City's ownership of property involved as a defense against claims of acts or omissions by SERVICE PROVIDER's employees of vehicles or equipment provided by City to SERVICE PROVIDER under this Contract. All indemnity of City by SERVICE PROVIDER under this Article shall include City employees, officials, agents and representatives. It is understood that if SERVICE PROVIDER has custody and control of vehicles and equipment owned or leased or rented by City, SERVICE PROVIDER shall be solely responsible and fully indemnify City when said vehicles and equipment are in operation or custody of SERVICE PROVIDER or its agents, employees, or officers or those on behalf of the SERVICE PROVIDER. Further, if SERVICE PROVIDER has custody and possession of Owners' vehicles and equipment it shall be only for purpose of performing municipal services pertaining to operations and maintenance of City's systems under this Contract.

Section 9.02 SERVICE PROVIDER's Liability for Fines and Penalties.

SERVICE PROVIDER shall be responsible for, and indemnifies and agrees to hold harmless the Owner, its employees, officials, agents and representatives from liability or claims of liability of any kind, fines, penalties or assessments incurred for failure to perform responsibly by SERVICE PROVIDER under the terms of this Agreement, or violations of any governmental or agency regulations on the part of the SERVICE PROVIDER, SERVICE PROVIDER's employees, agents, officers or representatives, required of SERVICE PROVIDER to be performed under this Contract.

Section 9.03 **Insurance by SERVICE PROVIDER.** SERVICE PROVIDER agrees to procure and maintain, at its sole cost and expense, during the term of this Contract, insurance of the types and minimal amounts, as follows:

- A. **Worker's Compensation.** At all times during the term of this Contract, SERVICE PROVIDER shall keep worker's compensation insurance in

effect in full compliance with all applicable State and Federal laws and regulations, with waiver of subrogation against City or its insurers.

- B. **Employer's Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep employer's liability insurance in effect in minimum amounts of \$1,000,000.00 per individual claim covering injury or death to any employee of SERVICE PROVIDER **which may be outside the scope of liability under the Worker's Compensation Act**, and shall insure against losses due to employee dishonesty, forgery, and alteration with minimum limits of liability of \$100,000.
- C. **General Liability Insurance.** At all times during the term of this Contract, SERVICE PROVIDER shall keep commercial general liability insurance and general liability insurance for operation of all vehicles and equipment used in the course of business under this Contract covering third party liability in an amount of not less than \$2,000,000.00 combined single limits per occurrence for bodily injury or property damage. Said policy shall be insured by an insurance company, or companies, with a current rating by BEST of A-X (10), or otherwise, by companies accepted by Owner in writing in the event of a lesser rating. Rental Equipment must have a rider to provide insurance.
- D. **Comprehensive, Collision, and Uninsured Motorist Insurance.** Owner and SERVICE PROVIDER recognize that SERVICE PROVIDER assumes liability to City in the event of SERVICE PROVIDER'S use and control of City vehicles and equipment, if any, as set forth in Sec. 9.01. At all times during the term of the Contract, SERVICE PROVIDER shall maintain Automobile liability insurance and property damage insurance to cover and insure all equipment and property used by SERVICE PROVIDER or its contractors or agents in the course of business under the contract as well as all equipment and property of the owner that even though not in use at the time, is subject to use by the SERVICE PROVIDER or its agents or contractors in the course of business under the contract, to include without limitation comprehensive and collisions coverages as well as uninsured motorist insurance, each with a minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include without limitation any motor vehicle, whether owned, hired, or non-owned.
- E. **Additional Excess Liability Insurance.**
- At all times during the term of this Contract, SERVICE PROVIDER shall keep additional excess liability insurance including Pollution Liability Insurance in minimum amount of \$5,000,000.00.
- F. **Professional Liability Insurance.**
- At all times during the term of this Contract, SERVICE PROVIDER shall keep professional liability insurance in minimum amounts of \$2,000,000.00.

Section 9.04 Insurance Policy Requirements for SERVICE PROVIDER's Insurance. All policies required to be carried by SERVICE PROVIDER under Article IX shall be written on an occurrence basis, except for professional liability, which may be written on a claims-made basis, and all said policies shall name the City as an additional insured. Said policies shall provide that insurers at risk are primary insurers and that no claim will be made by the insurers that the City is a primary or contributing insurer with respect to any liability covered by the policy or policies or where SERVICE PROVIDER is liable to City according to this Contract. All policies shall further provide that the City is in no way obligated for the payment of premiums thereon, and that said policies may not be canceled without thirty (30) days prior written notice to City. The existence or non-existence of insurance shall not waive or reduce or limit the responsibilities, obligations, or requirements, legal or otherwise, of SERVICE PROVIDER under this Contract or any amendment thereof or otherwise existing under law. SERVICE PROVIDER shall further purchase and acquire at its own expense such tail insurance policies or coverage upon or prior to cancellation, termination, cessation, or other end of this Contract or any amendment thereof to insure against the risks associated with this Contract and its amendments and SERVICE PROVIDER's performance, responsibilities, obligations, or requirements under the Contract and its amendments for up to one (1) full year (365 days) following the end of the Contract. SERVICE PROVIDER shall provide copies of all effective policies of insurance that are within the purview of this Section to Owner.

Section 9.05 Notice of Claims. Each party agrees to notify the other forthwith of any asserted or potential claims or any occurrences that may involve the liability or insurance of the other, and to cooperate with each other in addressing such claims.

Section 9.06 Settlement of Uninsured Claims. In the event of damage to vehicles, equipment, or personal property of Owner for which SERVICE PROVIDER is liable to City under this Contract and where the damages are not covered by SERVICE PROVIDER's comprehensive, collision or uninsured motorist insurance, or claim is denied by SERVICE PROVIDER's Insurance carrier, SERVICE PROVIDER shall be responsible to City for the property loss and/or reasonable costs of repairs.

ARTICLE X - COORDINATION BETWEEN OWNER AND SERVICE PROVIDER

Section 10.01 Coordinators. The Director of Public Works will represent the City in administering and coordinating the Contract relationship between City and SERVICE PROVIDER for operations and maintenance of the Streets, Drainage, Water and Sewer and other systems portion of this Contract. The coordinator may assign certain City employees to communicate with SERVICE PROVIDER concerning special activities, i.e., communications, maintenance, citizens' complaints, claims, etc.

ARTICLE XI. - ACCOUNTING RECORDS

Section 11.01 **SERVICE PROVIDER's Records.** SERVICE PROVIDER shall keep full and detailed records and books of account on the basis of generally accepted accounting practices in effect as of the effective date of this Agreement showing the actual direct cost to the SERVICE PROVIDER under the provisions of this Contract.

Section 11.02 **Owner's Access.** In addition to the records maintained under Section 11.01 above, Owner shall be afforded access to all the SERVICE PROVIDER's other records, books, correspondence, instructions, memoranda, payroll records, and similar data relating to this Contract and any of the work pertaining to the Contract.

Section 11.03 **Preservation of Records.** SERVICE PROVIDER shall preserve financial documents and other records to which Owner has access rights without additional compensation for a period of three (3) years, or such longer period as required by law, after final payment; and shall turnover or copy and release or otherwise preserve for access to City such documents and records upon termination or expiration of the Contract.

ARTICLE XII. - DEFAULT AND TERMINATION

Section 12.01 **Default by SERVICE PROVIDER.** The occurrence of any of the following events shall constitute **default by SERVICE PROVIDER** under this Contract:

- A. SERVICE PROVIDER's failure to comply with any term, provision, or covenant of this Contract continuing for a period of thirty (30) days after written notice thereof to SERVICE PROVIDER;
- B. SERVICE PROVIDER's abandonment of the project without notification and justification to Owner for seven (7) consecutive days or more;
- C. SERVICE PROVIDER's doing or permitting to be done anything which causes a lien upon Owner's property, real or personal, without the prior official consent of Owner, and failure to discharge or secure release of such lien within (30) days after written notice thereof.
- D. SERVICE PROVIDER's submitting false invoices for payment.

Section 12.02 **Default by Owner.** Owner shall be in default under this Contract if Owner shall neglect or fail to perform or observe any of the covenants, terms, provisions, or conditions contained herein and on its part to be performed or observed, including the payment of any sums required hereunder, and if Owner fails to cure said default within thirty (30) days after written notice thereof to Owner from SERVICE PROVIDER.

Section 12.03 **Restriction against Hiring City Employees.** It is recognized by the parties that solicitation and granting opportunities for employment of existing City employees by SERVICE PROVIDER is adverse to its contract relationship with the City and is detrimental

to City's relationship with its employees. In recognition thereof, SERVICE PROVIDER agrees that it shall be a material breach of this Contract for the SERVICE PROVIDER to offer to employ or to employ City of Gautier employees while employed by the City or within twelve (12) months after their employment relationship with the City ceases. The Director of Public Works and City Manager have the option at their sole discretion to allow the employment of a city employee by the SERVICE PROVIDER or within twelve (12) months after employment ceases.

Section 12.04 Termination for Breach of Contract. If either party is in default or breach of this Contract as described in Section 12.01 or 12.02 above, the party not in default may terminate this Agreement for default by giving ninety (90) days written notice of termination to the party in default.

Section 12.05 Other Remedies. For default or breach of contract, either party may bring an action against the offending party for specific performance, or damages, including reasonable attorney fees and costs, and assert any remedies to which it is entitled in law or equity. Upon termination by Owner for default of SERVICE PROVIDER as herein provided, Owner may enter upon and take possession of the project and systems, including all vehicles, equipment, tools, and facilities to the exclusion of SERVICE PROVIDER, and shall be entitled to reasonable attorney fees and costs required to re-take possession.

Section 12.06 Cooperation Upon Termination. Upon notice of termination by Owner, or, prior to voluntary termination due to the expiration of the Contract or mutual agreement, SERVICE PROVIDER shall assist Owner in an orderly transition of the staff and a resumption of operation of the project by Owner or Owners new Service Provider.

ARTICLE XIV. -OTHER CONTRACT PROVISIONS

Section 14.01 Cooperation. Each party agrees to use commercially reasonable efforts to assist the other party in discharging its obligations and responsibilities under this Contract, to complete and implement the transactions contemplated by this Contract, and to perform the conditions thereof, and to amend the Contract in a reasonable manner to clarify ambiguities that may arise in the administration of this Contract relationship.

Section 14.02 Waiver. No forbearance, delay, or failure by either party to exercise any right under this Contract, and no partial or single exercise thereof shall constitute a waiver of that or any other right unless expressly provided therein, or unless such waiver shall be in writing and signed by the waiving party.

Section 14.03 Entire Agreement. This Memorandum of Contract and the appendices and exhibits hereto, all of which form a material part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owner and SERVICE PROVIDER. Except as otherwise provided for herein no subsequent alteration, amendment, change, addition, or modification to this Contract shall be binding upon either party unless reduced to writing, signed in behalf of each party by a duly authorized official, and approved by the Governing Authority of the City. Wherever used, the terms "Owner"

and "SERVICE PROVIDER" shall include the respective officers, directors, elected or appointed officials, employees, and representatives.

Section 14.04 **Captions and Interpretations.** The caption, section numbers, article numbers and indices appearing in this Contract in no way define, limit, construe or describe the scope or intent of such section or article. The language and all parts of this Contract shall, in all cases, be construed as a part of the whole according to its fair meaning and not strictly for or against either party.

Section 14.05 **Partial Invalidity.** If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition of this Contract shall be valid and shall be enforced to the fullest extent permitted by law.

Section 14.06 **Successors and Assignability.** All rights and liabilities herein given to or imposed upon the respective parties hereto shall, except as may otherwise be herein provided, extend to and bind the respective heirs, executors, administrators, successors and assigns of said parties. No right shall, however, inure to the benefit of any assignee or successor of SERVICE PROVIDER, unless the same was officially approved in advance in writing by the Owner through official action of its Governing Authority.

Section 14.07 **Survival of Obligations.** All obligations of either party to the other which by their nature involve performance, and any particular, after the end of the term which cannot be ascertained to have been fully performed until after the end of the term, shall survive the expiration or sooner termination of the term.

Section 14.08 **Governing Law.** This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi.

Section 14.09 **Holding Over.** In the event that operations and maintenance by SERVICE PROVIDER by actual or constructive consent by City, and use and possession of City properties by SERVICE PROVIDER shall continue after expiration of the term, or sooner termination hereof, the relationship between the parties shall be subject to all of the terms and conditions of this Contract, and nothing herein shall be construed to authorize any such continuance of the Contract, or limit either party's remedies in the event thereof.

Section 14.10 **Amendment to Scope of Services.** This Contract (excluding sewer services) may be amended at any time hereafter to enlarge upon and expand the scope of Public Works services performed by SERVICE PROVIDER, or to decrease the scope existing of services, provided that such amendment or modification is in writing and is approved by the Governing Authority and SERVICE PROVIDER prior to such change taking effect.

ARTICLE XV. -NOTICES

All notices shall be in writing and transmitted by certified mail or personal delivery, as follows:

Section 15.01

To SERVICE PROVIDER:

NAME:

ADDRESS:

PHONE:

FAX: _____

Unofficial Copy To:

LOCAL ADDRESS:

Gautier, MS 39501

Section 15.02

To Owner:

City of Gautier

Attention: City

Manager

3330 Hwy 90

Gautier, MS 39553

Unofficial Copy To:

City of Gautier

Attention: Director of Public Works

3305 Gautier Vancleave Road

Gautier, MS 39553

City of Gautier

Attention: City Attorney

3330 Hwy 80

Gautier, MS 39553

APPENDICES

- A. Request for Proposals
- B. Equipment and Vehicles Provided by SERVICE PROVIDER
- C. Benchmark & Performance Criteria - Water Requests
- D. Benchmark & Performance Criteria – Routine Water Maintenance
- E. Benchmark & Performance Criteria - Sewer Requests
- F. Benchmark & Performance Criteria - Routine Sewer Maintenance
- G. Benchmark & Performance Criteria – Street Requests
- H. Benchmark & Performance Criteria – Routine Street Maintenance
- I. Benchmark & Performance Criteria – Drainage Requests
- J. Benchmark & Performance Criteria – Routine Drainage Maintenance
- K. Mission Critical Personnel, Minimum Wage Rates, Detailed Job Descriptions, Education Requirements, Organization Chart
- L. List of Annual Parades & Special Events / Holiday Schedule
- M. Ditch Maintenance Plan
- N. Street Sweeping Plan

IN WITNESS WHEREOF, each of Owner and SERVICE PROVIDER has caused this Memorandum of Professional Services Contract to be signed, executed and delivered by its duly authorized representative on the day and date hereinafter stated after having been first duly authorized so to act.

OWNER:

SERVICE PROVIDER:

CITY OF GAUTIER, MISSISSIPPI

NAME

BY: _____
CITY MANAGER

BY: _____
PUBLIC WORKS DIRECTOR

ATTESTED BY:

ATTESTED BY:

CITY CLERK

SECRETARY

_____, 2021

_____, 2021

APPENDIX A

Request for Proposals

APPENDIX B

Equipment and Vehicles

SERVICE PROVIDER agrees to provide all equipment, vehicles, and tools necessary to provide the professional services under this contract. Upon the initial provision of services, SERVICE PROVIDER will provide the following vehicles, equipment, and tools to be used in relation to this contract:

(TO BE PROVIDED BY SERVICE PROVIDER)

* This list must be updated annually.

APPENDIX C

Benchmarks & Performance Criteria – Water Requests

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
1	BAD TASTING WATER – Responds to water quality complaint	Dept. of Health Standards	3 days
2	BROKEN METER – repair meter that is broken	Current Code/ Engineering Standards	8 days
3	HYDRANT LEAK – repair or replace leaking fire hydrant	Current Code/ Engineering Standards	7 days
4	METER LEAK – repair or replace leaking meter	Current Code/ Engineering Standards	7 days
5	MTR ADJUST MT – adjust meter to different height or location	Current Code/ Engineering Standards	12 days
6	MTR BOX BROKEN- repair or replace broken meter box	Current Code/ Engineering Standards	7 days
7	WATER DIRTY – respond to water quality complaint	Dept. of Health Standards	3 days
8	WATER LEAK – repair water leak	Current Code/ Engineering Standards	7 days
9	WATER MAIN BREAK – repair major water main break	Current Code/ Engineering Standards	1 day
10	WATER ODOR – respond to water quality complaint	Dept. of Health Standards	3 days
11	WATER PRESSURE LOW – respond to water quality complaint	Dept. of Health Standards	3 days
12	BOIL WATER NOTICE	Dept. of Health Standards	Immediate
13	DROP IN METER – install meter at location with service and box	Current Code/ Engineering Standards	10 days
14	INSTALL HYDRANT – install new fire hydrant where one does not exist	Current Code/ Engineering Standards	17 days
15	INSTALL VALVE – install new water valve	Current Code/ Engineering Standards	17 days
16	INSTALL WTR MAIN – install new water main	Current Code/ Engineering Standards	17 days

17	INSTALL METER – install new water meter	Current Code/ Engineering Standards	17 days
18	INSTALL YARD METER – install new yard or irrigation meter	Current Code/ Engineering Standards	17 days
19	LOCATE SERVICE CONNECTION – determine and mark location of city water and sewer service lines	Per Mississippi One Call Requirements	2 days
20	LOCATE WTR MAIN – determine and mark location of city water and sewer mains	Per Mississippi One Call Requirements	2 days
22	WATERTAP – install new water tap and service line	Current Code/ Engineering Standards	14 days

Appendix D

Benchmarks & Performance Criteria – Water Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
23	WATER WELL MAINTENANCE	Federal, State, & Local Requirements	On going
24	FIRE HYDRANT MAINTENANCE	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix E

Benchmarks & Performance Criteria – Sewer Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
25	LIFTSTAOUT – respond to lift station problems	As needed	Immediate
26	LIFTSTAOVERFLOW – respond to lift station problems	As needed	Immediate
27	MANHOLEBROKEN – repair manhole	Current Code/ Engineering Standards	7 days
28	MANHOLELIDMISSING – replace lid	Current Code/ Engineering Standards	3 days
29	SDRESSUPAREA - clean and grade area and provide proper erosion control	Current Code/ Engineering Standards	7 days
30	SEWERBACKUP – clean and unplug sewer line	Federal, State, & Local Requirements	Immediate
31	SEWERCAVEIN – determine cause and repair cave-in	Current Code/ Engineering Standards	7 days
32	SEWERLEAK – determine cause and repair leak	Current Code/ Engineering Standards	Immediate
33	CAMERASEWERLINES	Federal, State, & Local Requirements	7 days
34	INSTALLSEWERMAIN – install new sewer main to replace existing	Current Code/ Engineering Standards	Emergency: 3 days Non-Emergency: 7 days
35	INSTALLSEWERTAP - install new sewer tap and service line	Current Code/ Engineering Standards	14 days
36	LOCATE CITY SEWERLINE – determine and mark location of city sewer main	Per Mississippi One Call Requirements	2 days
37	SMOKETEST	Federal, State, & Local Requirements	17 days

APPENDIX F

Benchmarks & Performance Criteria – Sewer Routine Maintenance

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
38	SEWER SYSTEM & LIFT STATION MAINTENANCE	Federal, State, & Local Requirements	On going
39	SMOKE TESTING – Continuous program	Federal, State, & Local Requirements	On going
40	TV INSPECTION – Continuous program	Federal, State, & Local Requirements	On going
41	DYE TESTING – Continuous program	Federal, State, & Local Requirements	On going
42	CLEANING – Continuous	Federal, State, & Local Requirements	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX G

Benchmarks & Performance Criteria – Street Requests

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
43	BROKEN DRIVEWAY – Repair concrete, asphalt, or limestone driveway in city right-of-way or resulting from city damage	Current Code/ Engineering Standards	14 days
44	BROKEN SIDEWALK – Repair concrete sidewalk to include ADA standards	Current Code/ Engineering Standards plus ADA	22 days
45	CAVE IN – Determine cause and repair settled locations in right-of-way or easements.	Current Code/ Engineering Standards	Emergency: Immediate Non-Emergency: 7 days
46	CURB BROKEN – Repair concrete curb	Current Code/ Engineering Standards	22 days
47	CURRENT NEW CONSTRUCTION – Problems associated with new projects in progress	Current Code/ Engineering Standards	As needed
48	GUARDRAIL – Repair or install guardrails	Current Code/ Engineering Standards	12 days
49	HIGH GRASS – Cut grass by request of Public Works or City Manager	Current Code/ Engineering Standards	As needed
50	LITTER – Pick up litter upon request of Public Works or City Manager	Remove all litter in designated area	5 days
51	OILSPILL – Respond to assist in emergency cleanup of chemicals	Federal, State, & Local Requirements	3 days
52	PATCH CUT ACROSS – Repair utility cut across	Current Code/ Engineering Standards	4 days
53	POTHOLE – Patch pothole with asphalt	Current Code/ Engineering Standards	4 days
54	ROAD BLOCKAGE – Remove blockage from roadway such as tree.	Current Code/ Engineering Standards	As needed

Note: Emergency repairs are at the discretion of Public Works Director or City Manager.

55	SIDEWALK OVERGROWN – Trim and cut grass along sidewalks *request beyond routine scheduling*	Current Code/ Engineering Standards	12 days
56	STREET SWEEPING – sweep streets with mechanical sweeper equipment *request beyond routine scheduling*	Current Code/ Engineering Standards	7 days
57	TRASH PICK UP – Upon request pick up excessive amounts trash and debris in City right-of-way that solid waste is not responsible for.	Current Code/ Engineering Standards	7 days
58	TREE LIMBS OVER GROWN – trim tree limbs	Current Code/ Engineering Standards	7 days
59	TREE REMOVAL – Remove trees in-house or contract depending on case.	Current Code/ Engineering Standards	7 days
60	EROSION ON CITY RIGHT OF WAY – Install erosion control	Current Code/ Engineering Standards	7 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX H

Benchmarks & Performance Criteria – Streets Routine

ITEM NO.	DESCRIPTION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
61	STREET SWEEPING – Sweep streets with mechanical sweeper	Current Code/ Engineering Standards	On going per schedule and upon request
62	POT HOLE PATCHING – Patch potholes so that all holes are repaired on each street	Current Code/ Engineering Standards	On going and upon request
63	GRASS CUTTING – cut grass	Current Code/ Engineering Standards	On going cover entire city every 6 weeks and per schedule for major thoroughfares
64	WEED TRIMMING & SIDEWALK CLEANING -	Current Code/ Engineering Standards	On going and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX I

Drainage Requests Performance Benchmarks

ITEM NO.	DEFINITION OF EACH	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
65	CATCH BASIN BROKEN – Repair concrete catch basin	Current Code/ Engineering Standards	22 days
66	CATCH BASIN NOT DRAINING – unplug and clean catch basin	Current Code/ Engineering Standards	3 days
67	DITCH NOT DRAINING – unplug and clean ditch	Current Code/ Engineering Standards	7 days
68	INSTALL PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	Non-Emergency: 32 days Emergency: Immediate upon request of PW or CM
69	OVERGROWN DITCH – Cut grass in ditch and regrade	Current Code/ Engineering Standards	12 days
70	STORM DRAIN PIPE – Remove and replace storm drain pipe	Current Code/ Engineering Standards	22 days
71	STORM PIPE BROKEN – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
72	STORM PIPE COLLAPSED – Remove, replace, or repair storm drainpipe	Current Code/ Engineering Standards	12 days
73	STORM PIPE PLUGGED – Unplug and clean storm drain	Current Code/ Engineering Standards	5 days
74	STREAM BANK EROSION – Install erosion control measures	Current Code/ Engineering Standards	7 days
75	WATER STANDING – Clean drainage system	Current Code/ Engineering Standards	12 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX J

Benchmarks & Performance Criteria – Drainage Routine Maintenance

ITEM NO.	DEFINITION	QUALITY BENCHMARK	RESPONSE TIME BENCHMARK
76	DITCH CLEANING	Current Code/ Engineering Standards	On going per schedule and upon request
77	SUBSURFACE DRAINAGE SYSTEM CLEANING (PIPE & INLETS), Including videoing and weep hole cleaning of concrete channel	Current Code/ Engineering Standards and EPA Stormwater Phase II requirements	On going, as needed, and upon request

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

APPENDIX K

**Organizational Chart, Minimum Wage Rates, Detailed Job Descriptions,
Educational Requirements for Water, Sewer, Streets and Drainage and Other
System Portions of Contract**

APPENDIX L

List of Annual Parades & Special Events / Holiday Schedule

- A. Mardi Gras Parade
- B. Christmas Parade
- C. Homecoming Parade
- D. Lights and Lagniappe
- E. Cruisin' the Coast
- F. Mullet Fest

APPENDIX M

Ditch Maintenance Plan (provided by SERVICE PROVIDER)

APPENDIX N

Street Sweeping Plan (provided by SERVICE PROVIDER)

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting: June 20, 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 June 20, 2023.

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CREDIT CARD CENTER	232753	06/20/2023	06/12/2023			35.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		CREDIT CARD ANNUAL FEE		05292023	05/29/2023			35.00
001	ACE DATA STORAGE INC	232754	06/20/2023	06/12/2023			105.00	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		MAY 2023 SHREDDING SERVICE		0091842	06/01/2023			105.00
001	SBM REPORTING LLC	232755	06/20/2023	06/12/2023			175.00	
	Account Number 001-090-698	Description		Invoice #	Date	P.O.	Amount	
		PLANNING MGT 06/01/23		MB1534	06/02/2023			175.00
001	C SPIRE WIRELESS	232756	06/20/2023	06/12/2023			270.00	
	Account Number 001-100-699	Description		Invoice #	Date	P.O.	Amount	
		NCIC EQUIP CHGS 3000652433		652433-24	06/01/2023			270.00
001	SPARKLIGHT	232757	06/20/2023	06/12/2023			149.20	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		JUN 2023:#107571481		06012023	06/01/2023			149.20
001	SPARKLIGHT	232758	06/20/2023	06/12/2023			96.73	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		JUN 2023:SR BLDG #120793682		06012023	06/01/2023			96.73
001	TEC	232759	06/20/2023	06/12/2023			260.26	
	Account Number 001-092-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY LONG DISTANCE		1083526	06/01/2023			260.26
001	JACKSON COUNTY ADULT DETENTION CENTER	232760	06/20/2023	06/12/2023			8,405.45	
	Account Number 001-010-696	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAY 2023 ACD CHGS		05312023	06/05/2023			8,400.00
		PHARMACY CHGS		05312023	06/05/2023			5.45
001	BRASS HANGER CLEANERS INC	232763	06/20/2023	06/12/2023			24.00	
	Account Number 001-170-698	Description		Invoice #	Date	P.O.	Amount	
		CLEAN: BUNNY SUIT		23110-014	04/20/2023			24.00
001	AUTO TRUCK AND TRAILER PARTS INC	232764	06/20/2023	06/12/2023			183.95	
	Account Number 001-100-570	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BOX RAGS(2); WASHER FLUID(12)		305703	05/03/2023			144.00
		SOCKET		305702	05/03/2023			39.95
001	CENTERPOINT ENERGY	232765	06/20/2023	06/12/2023			82.14	
	Account Number 001-161-630	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE: 4/24-5/23/23		11000885-1	05/31/2023			43.69
		SOUTH FIRE: 4/24-5/23/23		11000999-0	05/31/2023			38.45

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTOZONE INC	232766	06/20/2023	06/12/2023			58.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	CARNAUBA CLEANER WAX	4907384878	05/12/2023			14.99	
	001-161-638	BLUEDEF DIESEL EXHAUST FLD	4907386662	05/15/2023			20.49	
	001-161-638	SYL MINI BULB: CHIEF'S TRK	4907387541	05/17/2023			11.99	
	001-161-638	BLK ROCKER SWITCH: E5	4907392834	05/26/2023			10.88	
001	BELL AUTO PARTS INC	232767	06/20/2023	06/12/2023			89.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	48" REACHER GRABBERS (3)	44948	05/16/2023			89.85	
001	O'REILLY AUTO PARTS	232768	06/20/2023	06/12/2023			2,158.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-570	DRAG LINK; TIE ROD(2): #15314	1978287635	05/01/2023			186.31	
	001-100-570	BATTERY: CHEVY #10636	1978287646	05/01/2023			198.07	
	001-100-570	FUEL PUMP ASSY: #12405	1978287655	05/01/2023			130.90	
	001-205-570	TIE ROD; STEERING DMPR: #15314	1978287736	05/02/2023			148.67	
	001-100-570	CAPSULE BULBS(2): PD UNITS	1978287774	05/02/2023			9.93	
	001-100-570	FUEL PUMP ASSY: ZELAYA	1978288084	05/05/2023			130.90	
	001-205-570	PCV VLV; GASKET: G-CHEROKEE	1978288357	05/08/2023			22.38	
	001-205-570	OIL FILTER; OIL(6): G-CHEROKEE	1978288357	05/08/2023			29.76	
	001-205-570	MICRO-V BELT: GRAND CHEROKEE	1978288357	05/08/2023			37.55	
	001-100-570	VLV COVR SET;GROMMETS: CHRGR	1978288358	05/08/2023			72.92	
	001-161-638	E SOCKET SET;GEAR LUBE:COMMND	1978288359	05/08/2023			91.98	
	001-161-638	BATTERY: COMMAND TRK	1978288446	05/09/2023			136.45	
	001-161-638	BATTERY: COMMAND TRK	1978288447	05/09/2023			136.45	
	001-205-570	STR WHL COVER: MAINT TRK	1978288451	05/09/2023			19.99	
	001-100-570	HTR HOSE ASSY(2): #19689	1978288487	05/09/2023			89.67	
	001-100-570	UTRA STAT: #19689	1978288487	05/09/2023			17.10	
	001-100-570	RTN CR: THERMOSTAT	1978288497	05/09/2023			-12.10	
	001-100-570	RTN CR: ULTRA STAT	1978288500	05/09/2023			-17.10	
	001-170-638	QT OIL (6): #13408	1978288827	05/12/2023			26.98	
	001-100-570	QT OIL (8): #19591	1978288828	05/12/2023			36.96	
	001-090-559	STR WHL CVR;CAR CHRGR: BLD INS	1978289159	05/15/2023			28.33	
	001-205-570	HEX NUT: EXHAUST #13408	1978289286	05/16/2023			4.59	
	001-100-570	PURGE SOL: #19684	1978289395	05/17/2023			46.25	
	001-161-638	FUEL TANK SEND UNIT: BRUSH TRK	1978289440	05/17/2023			98.87	
	001-161-638	DIESEL ADDITIVE: BRUSH TRK	1978289441	05/17/2023			18.99	
	001-170-638	FREON (6): REC DEPT	1978289477	05/18/2023			65.94	
	001-100-570	ANTIFREEZE (5): PD UNITS	1978290009	05/22/2023			109.95	
	001-205-570	BATTERY: 2010 FORD FOCUS	1978290113	05/23/2023			122.92	
	001-205-570	AT FILTER;TR FLUID: G CHEROKEE	1978290128	05/23/2023			52.92	
	001-205-570	AT FILTER: GRAND CHEROKEE	1978290228	05/24/2023			11.54	
	001-161-638	FILTER; OIL (6): TRNG CAPT	1978290325	05/25/2023			28.56	
	001-100-570	BRAKE CLEANER (12): PD UNITS	1978290326	05/25/2023			35.88	
	001-100-570	HEADLT PIGTAIL; CONN KIT	1978290371	05/25/2023			39.98	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	232769	06/20/2023	06/12/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001310630	05/31/2023			35.00
	001-170-698	BACOT PORT O LET(2)		0001310684	05/31/2023			250.00
001	FUELMAN	232771	06/20/2023	06/12/2023			4,815.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP64509407	06/05/2023			-2.03
	001-161-525	DSL FUEL		NP64509407	06/05/2023			385.56
	001-090-525	UNL FUEL		NP64547244	06/12/2023			99.48
	001-100-525	UNL FUEL		NP64547244	06/12/2023			3,614.88
	001-161-525	UNL&DSL FUEL		NP64547244	06/12/2023			304.81
	001-170-525	UNL FUEL		NP64547244	06/12/2023			313.87
	001-205-525	UNL&DSL FUEL		NP64547244	06/12/2023			98.54
001	LOWES HOME CENTERS INC	232773	06/20/2023	06/13/2023			1,590.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	DW 14PC DRILL BIT SET		901624	04/25/2023			16.13
	001-170-559	ALGACIDE 128 OZ (2)		901624	04/25/2023			63.24
	001-161-559	8PK ENERGIZER C BATTERY (4)		901170	04/26/2023			60.72
	001-161-510	OXI STAIN DETERGENT		902753	04/27/2023			16.08
	001-161-510	MOP; EXT POLE; WASH BRUSH		901434	04/30/2023			49.34
	001-170-634	REPR RESERVATION BOX: BACOT		901520	05/01/2023			54.08
	001-092-559	GAL CLOROX ALGAECIDE (2)		919998	05/02/2023			34.16
	001-205-520	2 CUFT RED MULCH (50): CHALL		964554	05/02/2023			158.00
	001-170-559	MASTERLK HD LOCK: BUDDY DAVIS		901801	05/02/2023			18.98
	001-092-559	GAL MS OUTDR CLNR: VET TOWER		901801	05/02/2023			63.24
	001-205-560	FAUCET; VENT FAN: PLNG RESTRM		920096	05/04/2023			77.86
	001-090-559	FEBREEZE CAR 2CT FRESHNER		920096	05/04/2023			6.16
	001-205-560	1/2" ANGLE VALVE(2): PLNG RRM		902650	05/08/2023			18.96
	001-170-559	GE T8 4LMP BALLAST: SPORTPLX		902593	05/08/2023			37.04
	001-170-634	2X6X8 TRTD #2: GM PARK PIER		901436	05/08/2023			9.96
	001-205-559	ZEP PRO; 4" PVC REPR CPLG		902658	05/08/2023			25.59
	001-092-635	UT BR30 LED BULB 12PK		964742	05/09/2023			31.34
	001-205-560	4PK COMP F CONNECTOR: PLNNG		901245	05/10/2023			6.64
	001-161-559	32PK NIAGARA WATER (60)		981167	05/11/2023			303.80
	001-170-634	WTR LINE REPR: GM PARK PAV B		901780	05/12/2023			65.12
	001-170-559	DUPL KEY; INSECT SPRAY (5)		901383	05/19/2023			31.24
	001-205-520	2 CUFT RED MULCH(140): CHALL		901243	05/22/2023			442.40
001	SPARKLIGHT	232777	06/20/2023	06/13/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2023:POLICE #107718371		06082023	06/08/2023			127.95
001	SPARKLIGHT	232778	06/20/2023	06/13/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUN 2023:CBL BOX #118476316		06082023	06/08/2023			62.38

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER Account Number 001-170-639	232791	06/20/2023	06/14/2023			112.00	
		Description RT STRAP; LT STRAP; BK PLATE		Invoice # 218183	Date 06/06/2023	P.O.	Amount	112.00
001	CINTAS CORPORATION Account Number 001-205-535 001-205-535 001-205-535 001-205-535	232793	06/20/2023	06/14/2023			437.24	
		Description MAY 03 2023 MAINT MAY 10 2023 MAINT MAY 17 2023 MAINT MAY 24 2023 MAINT		Invoice # 4154301540 4155002956 4155707261 4156415090	Date 05/03/2023 05/10/2023 05/17/2023 05/24/2023	P.O.	Amount	109.31 109.31 109.31 109.31
001	DIRECTV LLC Account Number 001-161-698	232794	06/20/2023	06/14/2023			160.00	
		Description WEST STN: 022727663 (JUL)		Invoice # X230614	Date 06/14/2022	P.O.	Amount	160.00
001	CIVICPLUS INC Account Number 001-092-606	232795	06/20/2023	06/14/2023			8,960.00	
		Description CIVIC ENGAGE CENTRAL ANNUAL		Invoice # 264031	Date 08/16/2023	P.O.	Amount	8,960.00
001	46 ENTERTAINMENT INC Account Number 001-021-688	232796	06/20/2023	06/14/2023			6,500.00	
		Description CONSULTANT SERVICES		Invoice # 1784	Date 06/05/2023	P.O.	Amount	6,500.00
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	232797	06/20/2023	06/14/2023			22,652.75	
		Description MAY 2023 COURT ASSESSMENTS		Invoice # 05312023	Date 06/01/2023	P.O.	Amount	22,652.75
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	232798	06/20/2023	06/14/2023			1,537.00	
		Description MAY 2023 SPECIAL ASSESSMENTS		Invoice # 05312023	Date 06/01/2023	P.O.	Amount	1,537.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	232799	06/20/2023	06/14/2023			658.00	
		Description MAY 2023 INTERLOCK FEES		Invoice # 05312023	Date 06/01/2023	P.O.	Amount	658.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	232800	06/20/2023	06/14/2023			25.00	
		Description MAY 2023 STATE ASSESSMENT		Invoice # 05312023	Date 06/01/2023	P.O.	Amount	25.00
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	232802	06/20/2023	06/14/2023			127.30	
		Description MAY 2023 4254VNBSY		Invoice # 3094512764	Date 05/31/2023	P.O.	Amount	127.30
001	JACKSON COUNTY CHAMBER OF COMMERCE Account Number 001-021-643	232803	06/20/2023	06/14/2023			2,500.00	
		Description FY 2023 DUES		Invoice # 32899	Date 01/31/2023	P.O.	Amount	2,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS GULF COAST CHAMBER COMMERCE INC	232804	06/20/2023	06/14/2023			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-682	NEW MEMBERSHIP: SAMUEL KING		717429	06/04/2023			60.00
001	SUN HERALD	232805	06/20/2023	06/14/2023			971.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	52 WK SUBSCRIPTION		BLX2003375	05/29/2023			971.14
001	MCCORMICK & NELSON PLLC	232806	06/20/2023	06/14/2023			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: 2023010565		06052023	06/05/2023			1,200.00
001	AIRGAS USA LLC	232807	06/20/2023	06/14/2023			271.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9997448578	05/31/2023			271.57
001	ELAN FINANCIAL SERVICES	232817	06/20/2023	06/14/2023			1,971.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CRUISIN: WATER BOTTLE (500)		05162023	05/17/2023			764.50
	001-100-559	TRAINING BAG; TRNG BATON(6)		05182023	05/19/2023			362.50
	001-170-535	REC UNIFORM SHIRTS (17)		05262023	05/30/2023			313.12
	001-094-704	SAM.GOV RENEWAL		05302023	05/31/2023			299.00
	001-170-535	REC UNIFORM SHIRTS (20)		06012023	06/02/2023			231.97
001	K AND K JANITORIAL SERVICE	232821	06/20/2023	06/14/2023			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	STRIP-WAX FLOOR: CFD,NFD,SFD		1391	12/27/2022			450.00
001	GALLS LLC	232824	06/20/2023	06/15/2023			365.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	INNER TROUSER BELT		024497553	05/15/2023	230836		45.45
	001-100-535	ASP SIDBRK 21" SCABBARD		024497553	05/15/2023	230836		47.92
	001-100-535	HINGED CUFF CASE (2)		024497553	05/15/2023	230836		78.30
	001-100-535	DEFENSE SPRAY CASE		024497553	05/15/2023	230836		39.15
	001-100-535	S/W NICKEL CUFFS (2)		024497553	05/15/2023	230836		44.28
	001-100-535	SHIPPING		024497553	05/15/2023	230836		19.08
	001-100-535	DBL MAG HOLDER		024602459	05/24/2023	230836		46.80
	001-100-535	FLASHLIGHT CARRIER		024602459	05/24/2023	230836		38.25
	001-100-535	SHIPPING		024602459	05/24/2023	230836		6.36
001	CAN'T MISS EMBROIDERY	232825	06/20/2023	06/15/2023			155.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	EMBROIDER REC/LOGO: SHIRT(27)		28074	06/08/2023	230928		155.25
001	REYNOLDS WHOLESALE CO	232827	06/20/2023	06/15/2023			1,480.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-510	JUMBO #M29 JR TISSUE (18)		74620	06/06/2023	230921		477.00
	001-170-510	100/38X58 1.5M CAN LINER (12)		74620	06/06/2023	230921		419.40
	001-170-510	#1508 BMF TOWELS (6)		74620	06/06/2023	230921		149.70
	001-170-510	PAPER TOWEL ROLL 30/CS (6)		74620	06/06/2023	230921		209.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	232827	06/20/2023	06/15/2023			1,480.21	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-510	6/1 GALLON BLEACH (3)	74620	06/06/2023	230921		68.85	
	001-170-510	4/1 GALLON VB HAND SOAP (2)	74620	06/06/2023	230921		103.60	
	001-170-510	4/1 GALLON ODOBAN	74620	06/06/2023	230921		51.96	
001	ACTION PRINTING CENTER INC	232829	06/20/2023	06/15/2023			139.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	BUSINESS CARD(500): KING,S	1672	06/07/2023	230849		69.50	
	001-094-500	BUSINESS CARD(500): SAUCIER,K	1672	06/07/2023	230849		69.50	
001	MS FIRE ACADEMY	232830	06/20/2023	06/15/2023			521.59	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	1521 SAFETY OFFICER: ANSEMAN	30623	06/06/2023	230923		175.00	
	001-161-681	BRIAN ANSEMAN 1021-I-II	30626	06/09/2023	221124		115.53	
	001-161-681	TERRENCE DOSSETT 1021-I-II	30626	06/09/2023	221124		115.53	
	001-161-681	JAKE HOLLAND 1021-I-II	30626	06/09/2023	221124		115.53	
001	BELL AUTO PARTS INC	232831	06/20/2023	06/15/2023			4,126.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	STARTER W/SOLENOID: EXMARK	44941	05/16/2023	230838		229.90	
	001-170-639	60" REAR DISCHG BLADE SET(15)	44942	05/16/2023	230840		975.00	
	001-170-639	V IDLER PULLEY (6): EXMARK	44942	05/16/2023	230840		475.50	
	001-170-639	BELT 116-8187 (10): EXMARK	44942	05/16/2023	230840		979.50	
	001-170-639	BELT 125-9371 (10): EXMARK	44942	05/16/2023	230840		1,387.00	
	001-170-639	HYDR DRIVE BELT (2): EXMARK	44942	05/16/2023	230840		79.30	
001	PASCAGOULA TIRE & SERVICE INC	232833	06/20/2023	06/15/2023			2,928.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-638	THRUST ANGLE ALIGN: #95314	110702	05/03/2023	230801		89.99	
	001-205-638	SHOP SUPPLIES	110702	05/03/2023	230801		9.00	
	001-205-638	FS DESTNATN LE3(4):G CHEROKEE	110971	05/17/2023	230663		536.72	
	001-205-638	INSTALL PACKAGE: G CHEROKEE	110971	05/17/2023	230663		98.00	
	001-205-638	4 WHEEL ALIGNMENT: G CHEROKEE	110971	05/17/2023	230663		79.99	
	001-100-638	FS FIREHWE PURSUIT(4): #19684	110991	05/18/2023	230856		472.04	
	001-100-638	INSTALLATION PACKAGE: #19684	110991	05/18/2023	230856		78.00	
	001-100-638	4 WHEEL ALIGNMENT: #19684	110991	05/18/2023	230856		79.99	
	001-170-639	CHEVRON LAWN TRAC R-1 (2)	111233	05/31/2023	230865		399.98	
	001-170-639	TR ENGINEERG GRASS MASTER (8)	111233	05/31/2023	230865		1,039.92	
	001-170-639	MS TIRE DISPOSAL FEE (10)	111233	05/31/2023	230865		45.00	
001	CAMPER CITY TRUCK ACCESS INC	232834	06/20/2023	06/15/2023			900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	LIFT ON GATE PARTS/LABOR (2)	74833	05/19/2023	230873		900.00	
001	SUN HERALD ADVERTISING	232835	06/20/2023	06/15/2023			398.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID AD: CW LIFT STN UPGRDS	194840	05/31/2023	230759		195.96	
	001-040-615	BID AD: SSP RV PARK EXP	194840	05/31/2023	230832		136.54	
	001-090-615	PUBLIC NOTICE: GPC 23-20-SE	194840	05/31/2023	230867		21.60	
	001-090-615	PUBLIC NOTICE: GPC 23-19-CU	194840	05/31/2023	230867		22.68	
	001-090-615	PUBLIC NOTICE: GPC 23-16-SE	194840	05/31/2023	230867		21.96	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DOUBLE R GAUTIER LLC	232836	06/20/2023	06/15/2023			74.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	CASE WATER (25)		057479	06/06/2023	230924		74.75
001	DIXIE GLASS	232837	06/20/2023	06/15/2023			260.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-638	REPL WINDSHLD: GRND CHEROKEE		I054719	06/14/2023	230872		110.00
	001-205-638	LABOR		I054719	06/14/2023	230872		100.00
	001-205-638	ADHESIVE		I054719	06/14/2023	230872		40.00
	001-205-638	MOULDING		I054719	06/14/2023	230872		10.00
001	STAPLES BUSINESS ADVANTAGE DEPT	232838	06/20/2023	06/15/2023			508.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	KELBURNE BLK DESK CHAIR		3539078418	05/27/2023	230875		129.99
	001-090-500	REMAN HP 305A MAG TONER		3539078418	05/27/2023	230875		79.14
	001-022-500	GREEN PAPER 8.5"X11" 500PK		3539774738	06/03/2023	230904		11.08
	001-022-500	HP 950XL HY BLK INK		3539774738	06/03/2023	230904		45.15
	001-040-500	BRO TN770 EXTRA HY BLK (2)		3539774738	06/03/2023	230904		242.98
001	SPORTABOUT	232839	06/20/2023	06/15/2023			382.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	SFTY ORG PKT T-SHIRT XL (5)		10602	06/12/2023	230888		54.50
	001-170-535	SFTY ORG PKT T-SHIRT 2XL (10)		10602	06/12/2023	230888		124.00
	001-170-535	SFTY ORG PKT T-SHIRT 3XL (10)		10602	06/12/2023	230888		136.00
	001-170-535	SFTY ORG PKT T-SHIRT 4XL (5)		10602	06/12/2023	230888		68.00
001	ULINE INC	232840	06/20/2023	06/15/2023			214.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-535	COOLING RANGER HAT (12)		164241206	05/31/2023	230879		192.00
	001-170-535	SHIPPING/HANDLING		164241206	05/31/2023	230879		22.41
001	SOUTHERN TIRE MART LLC DEPT 143	232841	06/20/2023	06/15/2023			1,192.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	225/70R19.5/14 FS561 AP (3)		2500129353	06/14/2023	230931		888.30
	001-161-638	WASTE TIRE FEE(3): COMMAND		2500129353	06/14/2023	230931		6.00
	001-161-638	TIRE CHANGE(3): COMMAND		2500129353	06/14/2023	230931		120.00
	001-161-638	BAL TIRE 3): COMMAND		2500129353	06/14/2023	230931		114.00
	001-161-638	VALVE STEM STL(3):COMMAND		2500129353	06/14/2023	230931		23.85
	001-161-638	TIRE DISPOSAL(3): COMMAND		2500129353	06/14/2023	230931		21.00
	001-161-638	SHOP SUPPLIES: COMMAND		2500129353	06/14/2023	230931		5.70
	001-161-638	F.E.T.: COMMAND		2500129353	06/14/2023	230931		13.32
001	MUNICIPAL EMERGENCY SERVICES INC	232842	06/20/2023	06/15/2023			243.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	BELT; TAC PANT(2): LINTON,J		IN1882363	05/30/2023	230737		104.95
	001-161-535	APEX PANT(2): MCNEIL,K		IN1887024	06/07/2023	230737		138.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	232843	06/20/2023	06/15/2023			624.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	FLEXRS LS BASE SHIRT MD (3)	26088	06/01/2023	230844		195.00	
	001-100-535	FLEXRS SS BASE SHIRT MD (3)	26088	06/01/2023	230844		177.00	
	001-100-535	FLEXRS TAC PANT (3)	26088	06/01/2023	230844		237.00	
	001-100-535	SHIPPING	26088	06/01/2023	230844		15.00	
001	AMAZON CAPITAL SERVICE	232844	06/20/2023	06/15/2023			573.29	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	WHT FIELD MRKG PAINT 12/CS(2)	1R9169JT71	06/02/2023	230905		149.90	
	001-090-535	MEN RAIN JACKET WP GREY LG	1KGV13RF16	07/08/2023	230925		30.99	
	001-090-535	MEN GREY RAINCOAT MD	1KGV13RF16	07/08/2023	230925		30.99	
	001-090-535	MEN RAIN JACKET WP BLK XL	1KGV13RF16	07/08/2023	230925		30.99	
	001-090-535	COLUMBIA ZIP FLEECE 2XT GRY	1KGV13RF16	07/08/2023	230925		44.99	
	001-090-535	MEN SS BUTTON SHIRT MD BL	1KGV13RF16	07/08/2023	230925		21.99	
	001-090-535	MEN LS BUTTON SHIRT MD GRN	1KGV13RF16	07/08/2023	230925		23.99	
	001-090-500	REMAN HP80 INK CARTRIDGE 4/PK	1KGV13RF16	07/08/2023	230925		171.95	
	001-090-535	COLUMBIA ZIP FLEECE MD GRY	1KGV13RF16	07/08/2023	230925		34.99	
	001-090-559	DISP BOOT/SHOE COVERS XL	1KGV13RF16	07/08/2023	230925		21.92	
	001-090-500	CLEAR SHEET PROTECTOR 100PK	1KGV13RF16	07/08/2023	230925		10.59	
001	DUVAL FORD	232845	06/20/2023	06/15/2023			226,330.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-740	2023 FORD INTERCEPTOR #81816	PGA81816	05/04/2023	230198		45,266.00	
	001-100-740	2023 FORD INTERCEPTOR #81862	PGA81862	05/04/2023	230198		45,266.00	
	001-100-740	2023 FORD INTERCEPTOR #81975	PGA81975	05/04/2023	230198		45,266.00	
	001-100-740	2023 FORD INTERCEPTOR #82075	PGA82075	05/04/2023	230198		45,266.00	
	001-100-740	2023 FORD INTERCEPTOR #82079	PGA82079	05/04/2023	230198		45,266.00	
001	OCCUPATIONAL HEALTH CENTER INC	232847	06/20/2023	06/15/2023			220.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: RATLIFF,M	321960	06/02/2023	230837		75.00	
	001-022-604	PRE-EMP DRUG SCRIN: RATLIFF,M	321960	06/02/2023	230837		35.00	
	001-022-604	PRE-EMP PHYSICAL: CHATOM,J	321960	06/02/2023	230848		75.00	
	001-022-604	PRE-EMP DRUG SCRIN: CHATOM,J	321960	06/02/2023	230848		35.00	
FUND TOTAL	1 Claims	to	Checks	56 Total	309,205.60 Manual	Held	Total	309,205.60

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	232809	06/20/2023	06/14/2023			52,213.37	
	Description CONSTRUCTION 26.15%			Invoice # 13	Date 06/07/2023	P.O.	Amount	
							52,213.37	
FUND TOTAL 130 Claims	to	Checks	1 Total	52,213.37	Manual	Held	Total	52,213.37

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	ELAN FINANCIAL SERVICES	232819	06/20/2023	06/14/2023			266.85	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	156-100-799		PD OPEN HOUSE KIT 400PC	05192023	05/22/2023			173.95
	156-100-799		POLICE-FRIENDS LOLLIPOP(100)	05192023	05/22/2023			25.95
	156-100-799		SHIPPING	05192023	05/22/2023			66.95
FUND TOTAL 156 Claims	to	Checks	1 Total	266.85 Manual		Held	Total	266.85

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	DUVAL FORD	232846	06/20/2023	06/15/2023			45,266.00	
	Account Number 157-100-799	Description 2023 FORD INTERCEPTOR #81961	Invoice # PGA81961	Date 05/25/2023	P.O. 230197		Amount 45,266.00	
FUND TOTAL 157 Claims	to	Checks	1 Total	45,266.00	Manual	Held	Total	45,266.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC	232808	06/20/2023	06/14/2023			7,762.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	DESIGN: BATHHOUSE 100%		A MOB2300632	06/01/2023		2,512.50	
	171-176-762	SURVEY 100%		A MOB2300632	06/01/2023		5,250.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	7,762.50	Manual	Held	Total	7,762.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	232801	06/20/2023	06/14/2023			3,093.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAY 2023	05/22/2023			3,093.12
FUND TOTAL 172 Claims	to	Checks	1 Total	3,093.12	Manual	Held	Total	3,093.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SHIELDS SEPTIC TANKS INC	232762	06/20/2023	06/12/2023			600.00	
	Account Number 176-170-586	Description PUMP STN MAINT/REPR		Invoice # 27562	Date 06/06/2023	P.O.	Amount	600.00
176	LOWES HOME CENTERS INC	232774	06/20/2023	06/13/2023			458.33	
	Account Number 176-170-559	Description MASTERLK HD LOCK(2): SHOP/GATE		Invoice # 901048	Date 04/26/2023	P.O.	Amount	37.96
	176-170-586	REPL LTSWTCH W/TIMER: BHOUSE		902031	05/01/2023			28.49
	176-170-559	BEE TRAP (2); AMDRO SPRAY		964593	05/03/2023			56.00
	176-170-586	HWARE; STL ROD(2): MWALK REPR		958060	05/03/2023			32.18
	176-170-586	STL ROD (5): MARSHWALK REPR		958060	05/03/2023			45.00
	176-170-559	16PK ENERGIZER AA (2)		901609	05/04/2023			31.32
	176-170-635	PK SHIM;1X8X8 SYP: LCABIN DRS		901976	05/15/2023			26.18
	176-170-635	2X4X10 SYP(6): LOG CABIN DRS		901976	05/15/2023			27.48
	176-170-635	2X6X8 SYP (6): LOG CABIN DRS		902499	05/15/2023			24.60
	176-170-635	2X6X8 SYP (6): LOG CABIN DRS		902545	05/16/2023			24.60
	176-170-635	1X8X8 SYP;GAP FILL(2):LCBN DR		902545	05/16/2023			34.16
	176-170-635	GAP FILLER (2): LOG CABIN DRS		901769	05/17/2023			13.26
	176-170-559	4' SHOP LIGHT: SSP SHOP		901599	05/17/2023			33.24
	176-170-635	QK 80LB PROFINISH: LCABN DRS		901396	05/19/2023			8.54
	176-170-635	NIGHT LATCH/LOCK CYL: LCBN DR		901925	05/24/2023			17.00
	176-170-635	QK 80LB PROFINISH: LCABN DRS		901925	05/24/2023			8.86
	176-170-559	5 GAL GEN BUCKET (2)		954434	05/24/2023			9.46
176	ELAN FINANCIAL SERVICES	232818	06/20/2023	06/14/2023			977.35	
	Account Number 176-170-635	Description TTD SYP POST(11): LCBN DR		Invoice # 05242023	Date 05/25/2023	P.O.	Amount	630.65
	176-170-535	SSP UNIFORM SHIRTS (17)		05262023	05/30/2023			346.70
176	BAY ICE COMPANY INC	232822	06/20/2023	06/14/2023			50.00	
	Account Number 176-170-699	Description MAY 2023 BOX RENTAL FEE		Invoice # 677467	Date 05/31/2023	P.O.	Amount	50.00
176	CAN'T MISS EMBROIDERY	232826	06/20/2023	06/15/2023			155.25	
	Account Number 176-170-535	Description EMBROIDER REC/LOGO: SHIRT(27)		Invoice # 28077	Date 06/08/2023	P.O. 230927	Amount	155.25
176	REYNOLDS WHOLESALE CO	232828	06/20/2023	06/15/2023			606.97	
	Account Number 176-170-510	Description 6/1 GALLON BLEACH (2)		Invoice # 74625	Date 06/06/2023	P.O. 230922	Amount	45.90
	176-170-510	4/1 GALLON ODO BAN (2)		74625	06/06/2023	230922		103.92
	176-170-510	JUMBO JR TISSUE (6)		74625	06/06/2023	230922		159.00
	176-170-510	GH 96/ROLL TISSUE		74625	06/06/2023	230922		56.75
	176-170-510	4/1 GALLON VB HAND SOAP (2)		74625	06/06/2023	230922		103.60
	176-170-510	100/38X58 B 1.5M CAN LINER		74625	06/06/2023	230922		104.85
	176-170-510	500/24X32 W CAN LINER		74625	06/06/2023	230922		32.95

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	232848	06/20/2023	06/15/2023			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE JUN 2023	3980	06/15/2023			36.50	
	176-170-699	SHOPPING CART	3980	06/15/2023			268.50	
	176-170-699	WEB SITE MAINT 5/15-6/14/23	3980	06/15/2023			350.00	
FUND TOTAL 176 Claims	to	Checks	7 Total	3,502.90 Manual		Held	Total	3,502.90

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	232812	06/20/2023	06/14/2023			15,440.25	
	Account Number 355-723-763	Description		Invoice #	Date	P.O.	Amount	
		CONSTR PHASE: TRMNT PLANT		40993	06/04/2023			15,440.25
FUND TOTAL 355 Claims	to	Checks	1 Total	15,440.25	Manual	Held	Total	15,440.25

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	232810	06/20/2023	06/14/2023			426,072.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-768	GV SWR UPGRADES		5	06/06/2023		426,072.59	
FUND TOTAL 361 Claims	to	Checks	1 Total	426,072.59	Manual	Held	Total	426,072.59

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WASTE MANAGEMENT OF MS-GLF COAST INC	232761	06/20/2023	06/12/2023			4,391.47	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	MAY 2023:TIMBERLANE ROFF	8 0025247687	06/01/2023			4,391.47	
400	FUELMAN	232772	06/20/2023	06/12/2023			156.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP64547244	06/12/2023			156.33	
400	SOUTHERN LINC	232779	06/20/2023	06/13/2023			86.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	JUN 2023 SERV CHGS	180544	06/01/2023			80.00	
	400-650-698	TAXES/FEES	180544	06/01/2023			6.68	
400	LOWES HOME CENTERS INC	232780	06/20/2023	06/13/2023			161.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-559	LUXPRO RECHG FLASHLIGHT	901162	04/26/2023			23.74	
	400-650-559	IRWIN 36" STL PRY BAR	901724	04/28/2023			43.66	
	400-651-683	80LB QUIKRETE(4):CATCH BASIN	902592	05/08/2023			19.48	
	400-651-683	MORTAR MIX (4); BRICK (30)	960111	05/15/2023			55.54	
	400-651-683	80LB QUIKRETE (4): AMAR EAST	901646	05/23/2023			18.92	
400	HENZE ENTERPRISES INC	232792	06/20/2023	06/14/2023			1,400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-585	4 CY TOPSOIL: MBLUFF WTR LK	32119	06/01/2023			60.00	
	400-651-585	4 CY TOPSOIL: CW WEBB SWR LK	32119	06/01/2023			60.00	
	400-651-683	4 CY FILL DIRT: OCEAN ESTATES	32119	06/01/2023			40.00	
	400-651-683	12 CY RAP: OLD SHELL LANDING	32119	06/01/2023			480.00	
	400-651-683	4 CY FILL DIRT: OLD SHELL LDG	32119	06/01/2023			40.00	
	400-651-683	4 CY FILL DIRT: HWY 90	32119	06/01/2023			40.00	
	400-651-683	8 CY RAP: HASTINGS	32119	06/01/2023			320.00	
	400-651-683	8 CY RAP: AMAR EAST	32119	06/01/2023			320.00	
	400-651-683	4 CY FILL DIRT: AMAR EAST	32119	06/01/2023			40.00	
400	WAGGONER ENGINEERING INC	232811	06/20/2023	06/14/2023			16,789.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	NEPA ANALYSIS: EPA STAG APP	40995	06/04/2023			2,024.00	
	400-650-603	PRELIM ENG: EPA STAP APP	40995	06/04/2023			14,765.00	
400	COG DEPOSITORY ACCOUNT	232814	06/20/2023	06/14/2023			136,187.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-000-104	MAY 2023 GARBAGE PMTS	05312023	05/31/2023			136,187.31	
400	CLEARWATER SOLUTIONS LLC	232815	06/20/2023	06/14/2023			170,690.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-672	JUN 2023 OPERATION FEE	GAUTIER126	06/01/2023			170,690.75	
400	ARISTA INFORMATION SYSTEMS INC	232816	06/20/2023	06/14/2023			4,388.77	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	MAY 2023 PRINTING 2067001	0007622	05/31/2023			1,128.35	
	400-650-698	MAY 2023 POSTAGE 2067001	0007622	05/31/2023			3,260.42	

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	232820	06/20/2023	06/14/2023			69.76	
	Account Number 400-650-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY SERVICES		2284972276	06/06/2023			69.76
400	COG DEPOSITORY ACCOUNT	232823	06/20/2023	06/15/2023			15,918.93	
	Account Number 400-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR DMR WIRE: FUND 176		06142023	06/14/2023			15,918.93
400	GRAINGER	232832	06/20/2023	06/15/2023			531.48	
	Account Number 400-651-581	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3UK68 SOLENOID VLV: SALT TNK		9727389521	06/02/2023	230880		322.98
		1AKU4 VLV REBUILD KIT:SALT TNK		9727389521	06/02/2023	230880		208.50
400	COGENT STRATEGIES LLC	232849	06/20/2023	06/15/2023			7,500.00	
	Account Number 400-650-601	Description		Invoice #	Date	P.O.	Amount	
		PROF FEES: 06/6/23-07/5/23		3104	06/15/2023			7,500.00
FUND TOTAL 400 Claims to		Checks	13 Total	358,271.82	Manual	Held	Total	358,271.82

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

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	232813	06/20/2023	06/14/2023			106,315.11	
			Description MAY 2023 RES GARBAGE (6317)	Invoice # 0001310564	Date 05/31/2023	P.O.	Amount 106,315.11	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,315.11	Manual	Held	Total	106,315.11

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	56 Total	309,205.60 Manual	Held	Total	309,205.60
FUND 130 Claims	to	Checks	1 Total	52,213.37 Manual	Held	Total	52,213.37
FUND 156 Claims	to	Checks	1 Total	266.85 Manual	Held	Total	266.85
FUND 157 Claims	to	Checks	1 Total	45,266.00 Manual	Held	Total	45,266.00
FUND 171 Claims	to	Checks	1 Total	7,762.50 Manual	Held	Total	7,762.50
FUND 172 Claims	to	Checks	1 Total	3,093.12 Manual	Held	Total	3,093.12
FUND 176 Claims	to	Checks	7 Total	3,502.90 Manual	Held	Total	3,502.90
FUND 355 Claims	to	Checks	1 Total	15,440.25 Manual	Held	Total	15,440.25
FUND 361 Claims	to	Checks	1 Total	426,072.59 Manual	Held	Total	426,072.59
FUND 400 Claims	to	Checks	13 Total	358,271.82 Manual	Held	Total	358,271.82
FUND 404 Claims	to	Checks	1 Total	106,315.11 Manual	Held	Total	106,315.11
Total for all Funds		Checks	84 Total	1,327,410.11 Manual	Held	Total	1,327,410.11

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

June 20, 2023

Title:

Approval of Minutes from the Recessed Council Meeting held June 6, 2023

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held June 6, 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 Recessed Council Meeting held June 6, 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 June 20, 2023.

Tuesday
June 6, 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 June 6, 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, Richard Jackson, Rusty Anderson, and Dante Elbin. Present by teleconference was Council Members Cameron George and Gordan Gollott. 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
June 6, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier's Farmers Market will be held the second Saturday of every month from May - September, starting at 8am until 12pm at George Martin City Park.
2. Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays - a weekly, half day summer camp, starting every Wednesday on June 7th - July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.
3. Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.
4. Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.

IV. Presentation Agenda

1. Mississippi Community Transportation Awareness Day 2023 Proclamation

V. Business Agenda

1. Resolution appointing Mississippi Municipal League 2023 voting delegates

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS	☐	MOTION COUNCIL	☐	VOTE
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		(3 MINUTES PER PERSON)		DISCUSSION/QUESTIONS		
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2. Approval of the Final Pay Application, Certificate of Substantial Completion, and other closeout documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration for the Abatement at 1301 Roy's Road, Gautier, MS

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

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

1. Approval of Minutes from the Recessed Council Meeting held May 16, 2023
2. Receive January 2023 Finance Report
3. Receive April 2023 Finance Report
4. Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement
5. Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Ida projects, and approval of the State-Local Disaster Assistance Agreement
6. Designation of Kim Saucier as the Agent for the City of Gautier's COVID-19 projects, and approval of the State-Local Disaster Assistance Agreement
7. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

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 June 20, 2023

www.gautier-ms.gov

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

Councilman Colledge made the motion to approve the agenda, as presented. Councilman Jackson seconded the motion, and the vote carried unanimously.

Announcements

1. Gautier's Farmers Market will be held the second Saturday of every month from May – September, starting at 8am until 12pm at George Martin City Park.
 2. Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays- a weekly, half day summer camp, starting every Wednesday on June 7th through July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.
 3. Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.
 4. Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.
-

Presentation

1. Mississippi Community Transportation Awareness Day 2023 Proclamation
-



Come be apart of the



GAUTIER FARMER'S MARKET

2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



Groove with

Old School

this summer!

WACKY WEDNESDAYS

WEEKLY HALF DAY CAMP THAT WILL
FEATURE THEMED ART, ROBOTICS,
SCIENCE, AND MOVEMENT ACTIVITIES

JUNE 7th - JULY 12th
9AM-1PM

presented by

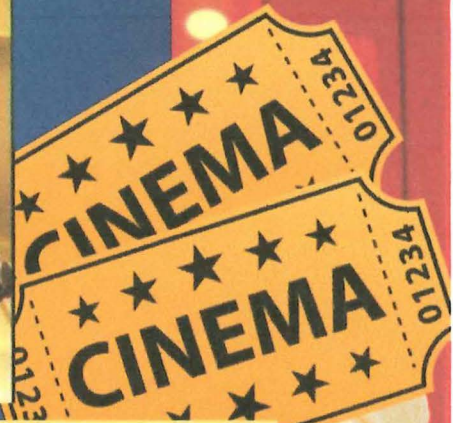
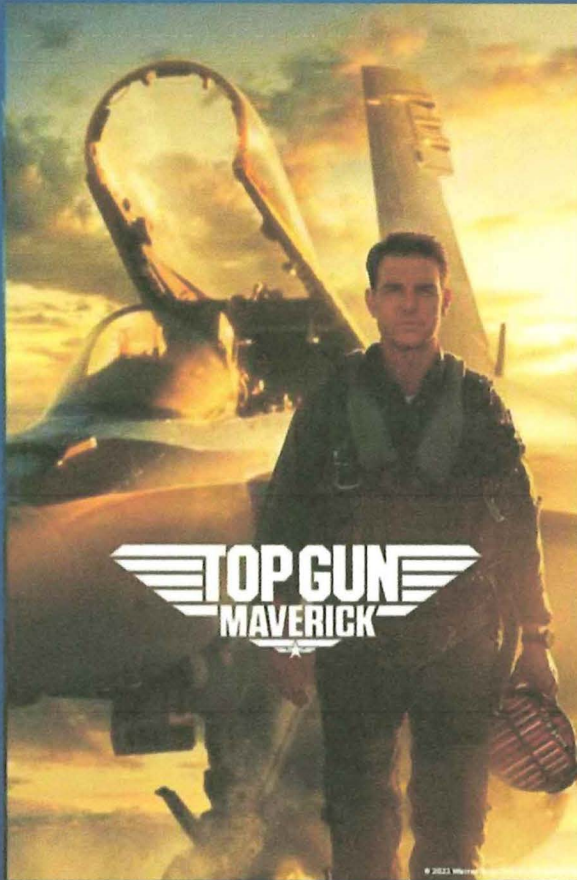


Old School ►
& *Tutoring*
AND TOYS

BOOK WEEKLY OR FOR THE FULL SUMMER

TSHIRT INCLUDED WITH FULL SUMMER REGISTRATION
ONLY 40 SPOTS ARE AVAILABLE EACH WEEK

Gautier DRIVE-IN MOVIE NIGHT



9 JUNE - 8PM

FREE EVENT

Bring your lawn chairs & blankets and
enjoy a movie on the big screen

FORMER SR MALL PROPERTY 2800 HWY 90



FAMILY PLAYGROUP

At Bacot Park
2300 Ladnier Road Gautier, Ms

FREE!

COME AND JOIN US!

TUESDAY JUNE 13TH

10AM - 12PM

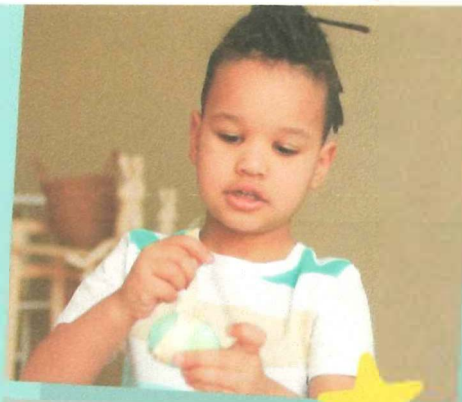
BACOT PARK, GAUTIER, MS

FRIENDSHIP & COMMUNITY
CREATIVE ACTIVITIES
SNACKS WILL BE PROVIDED

WHY PLAY WITH US?

- Use of Imagination.
- Sensory Activities.
- Great Way to Make Friends.
- Boost Confidence & Self-Esteem.
- Offers a Support Network.
- Builds Social Connection.
- Community Involvement.

ATHLETICS@GAUTIER-MS.GOV
228-218-4632





CITY OF GAUTIER PROCLAMATION

**Proclaiming June 15, 2023, as Mississippi Community Transportation Awareness Day
in the City of Gautier, Mississippi**

WHEREAS, the City of Gautier, Mississippi joins in the Mississippi Public Transit Association in recognition of "Mississippi Community Transportation Awareness Day"; and

WHEREAS, this celebration is in conjunction with the American Public Transportation Association (APTA) and community transportation systems across the country in celebration of the National Get on Board Day on June 15, 2023; and

WHEREAS, the City of Gautier, Mississippi, is committed to community transportation to serve the individual needs of transit for workforce development, economic growth, education, healthcare and quality of life needs; and

WHEREAS, the importance of safe affordable community transportation to the people of the state is vital to the well-being and health of the citizens of Gautier; and

WHEREAS, the City of Gautier, Mississippi recognizes that it will collaborate with transportation providers in promoting community transportation and its enhancement in the lives of individuals of *every age* by committing to the following:

- Secure transportation for our constituents to maintain healthcare needs and employment;
- Promote transportation for community nutritional meal sites and senior activity programs.
- Provide transportation for individuals to educational facilities and meet their quality of life needs.

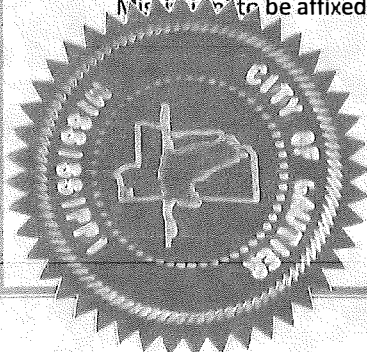
NOW THEREFORE, WE, Casey Vaughan, Mayor and the Council of the City of Gautier, Mississippi do hereby proclaim June 15, 2023, as

Mississippi Community Transportation Awareness Day 2023

in the City of Gautier, and do hereby urge every resident to join me in taking the time to ride community transportation on this day.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 6th day of June, 2023

Mayor Casey Vaughan



Councilman Colledge made the motion to appoint Mayor Casey Vaughan, as the voting delegate, and Councilman At-Large Adam Colledge, as the first alternate, as presented, for the Mississippi Municipal league 2023 election voting delegates. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 207-2023

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2023 Mississippi Municipal League election to be held at the annual convention on June 27th are as follows:

Voting Delegate:	Casey Vaughan, Mayor
First Alternate:	Adam Colledge, Councilman at Large

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **Councilman Colledge**, seconded by **Councilman Jackson**, and was adopted by the following vote, to-wit:

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

NAYS:	None
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APPROVED:

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

ATTENTION CITY CLERK

MML 2023 Election of MML 2nd Vice President Voting Delegate/Alternates Information

● On Tuesday, June 27th, 2023, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2023) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 21, 2023.

Important: All voting delegates & alternates must text the keyword **MMLVote2023** to **888-994-1931** to register as a voting delegate for the 2023 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of _____

PLEASE PRINT:

Voting Delegate Name/Title: _____

Cell Phone Number: _____

Alternate Name/Title: _____

Cell Phone Number: _____

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 27TH, 2023, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

**Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980**

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.



600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Carolyn McAdams
City of Greenwood

FIRST VICE PRESIDENT

Mayor Toby Barker
City of Hattiesburg

SECOND VICE PRESIDENT

Mayor Billy Nowell
City of Cleveland

EXECUTIVE DIRECTOR

Shari T. Veazey

2023 MML 2nd Vice President Candidates List

Mayor Tim Kyle
City of Kosciusko

Mayor Patti Pettit
Town of Woodland

Councilman Colledge made the motion to approve the final pay application, certificate of substantial completion and other closeout documents, as presented, for the Shepard State Park Kayak and Boat Launch Rehabilitation Project. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 285-2023

WHEREAS, the Mississippi Department of Marine Resources applied to the US Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant; and

WHEREAS, the City was awarded \$72,440.00 in federal funds, which required a \$25,000.00 match, and the project proceeded as planned; and

WHEREAS, Heflin Engineering has reviewed the final pay application, the certificate of substantial completion, and additional closeout documentation associated with this project, and recommends approval of same; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve these items; and

IT IS HEREBY ORDERED that the final pay application in the amount of \$79,736.68 for the Shepard State Park Kayak and Boat Launch Rehabilitation project is hereby approved.

IT IS FURTHER ORDERED that the certificate of substantial completion and additional closeout documentation 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, including any remaining closeout documents.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants & Projects Director
Date: May 26, 2023
Subject: Shepard State Park Kayak and Boat Launch Rehabilitation Project — Approval of Final Pay Application, Certificate of Substantial Completion, and Other Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the final pay application in the amount of \$79,736.68, Certificate of Substantial Completion, and other close-out documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the new marshwalk.

DISCUSSION:

The Shepard State Park Kayak and Boat Launch Rehabilitation Project came in on budget. Heflin Engineering has reviewed the final pay application, and Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the final pay application in the amount of \$79,736.68, Certificate of Substantial Completion, and other close-out documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project.

The City Council may:

1. Authorize approval of the final pay application, Certificate of Substantial Completion, and other closeout documents, as presented; or
2. Not authorize approval of the final pay application, Certificate of Substantial Completion, and other closeout documents, as presented.

ATTACHMENT(S):

1. Pay Application 2 (Final)
2. Certificate of Substantial Completion and other Closeout Documents

HEFLIN ENGINEERING

P.O. Box 47
Brandon, MS 39043
601.824.7569
www.heflinengineering.com

May 31, 2023

City of Gautier
Attn: Brenda Greco
3330 Highway 90
Gautier, MS 39553

Re: CONTRACTOR FINAL PAYMENT REQUEST & CLOSEOUT DOCUMENTS
Shepard State Park – Boat Launch & Kayak Pier

Dear Ms. Greco,

Fair Tide Marine & Construction, LLC reached substantial completion on the referenced project on **May 25, 2023** and appears to have satisfied the requirements of the Specifications and Contract Documents. Therefore, the project is now ready to be closed out. Enclosed are the following closeout documents:

- Payment Request No. 2 & Final
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Substantial Completion & Warranty Letter
- Consent of Surety to Final Payment

We recommend final payment of Payment Request No. 2 & Final in the amount of **\$79,736.68**, which includes any remaining retainage.

Should you have any questions or require additional information, please contact us. We appreciate the opportunity to be of service.

Sincerely,



Austin M. Moore, P.E.
President

cc: Blake Kelley, Fair Tide Marine & Construction, LLC
Marc Foster, Cypress Environment & Infrastructure

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO OWNER:

City of Gautier
3330 Hwy 90
Gautier, MS 39553

PROJECT: Shepard State Park Boat L**LOCATION:** Shepard State Park**APPLICATION NO:**

02

INVOICE #

1226

Distribution to:

☐ OWNER☐ ARCHITECT☒ CONTRACTOR**PERIOD TO:** 5/18/2023**FROM CONTRACTOR:**

Fair Tide Marine & Construction, LLC
808 Darius Dr.
Biloxi, MS 39532

PROJECT NO**CONTRACT DATE** 12/7/2022**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	92,930.61
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	92,930.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	92,930.61
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$	\$0.00
b. 0% of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	92,930.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	13,193.93
8. CURRENT PAYMENT DUE	\$	79,736.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		50.00
TOTALS	50.00	50.00
NET CHANGES by Change Order	50.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Fair Tide Marine & Construction, LLC

By:

State of: MISSISSIPPI

County of:

Subscribed and sworn to before me this

2023

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,736.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER SENIOR PROJECT MANAGER

By:

Date:

5/31/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of

3

Pages

APPLICATION NO: 02

APPLICATION DATE: 1/30/2023

PERIOD TO: 5/18/2023

INVOICE NO: 1226

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A Item #	B Description of Work	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN (E OR F)	G		H BALANCE TO FINISH (D - H)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Demolition of Existing Dock	\$6,000.00		\$6,000.00		\$6,000.00	100%		\$0.00
2	New Timber Substructure	\$9,477.08		\$9,477.08		\$9,477.08	100%		\$0.00
3	New Timber Decking	\$9,079.58		\$9,079.58		\$9,079.58	100%		\$0.00
4	Kayak Launch	\$5,921.05		\$5,921.05		\$5,921.05	100%		\$0.00
5	Crushed Stone Pad	\$1,476.55		\$1,476.55		\$1,476.55	100%		\$0.00
	TOTAL BOAT DOCK RECONSTRUCTION BID	\$31,954.26							
1	Timber Piles	\$14,659.92	\$14,659.92			\$14,659.92	100%		\$0.00
2	Timber Substructure	\$17,592.08		\$17,592.08		\$17,592.08	100%		\$0.00
3	Thruflow Decking	\$11,246.85		\$11,246.85		\$11,246.85	100%		\$0.00
4	Handrail w/ Stainless Steel Cabling	\$11,175.20		\$11,175.20		\$11,175.20	100%		\$0.00
5	Kayak Launch	\$6,002.30		\$6,002.30		\$6,002.30	100%		\$0.00
6	LED Solar Lights	\$300.00		\$300.00		\$300.00	100%		\$0.00
	TOTAL BAYOU LAMOTTE KAYAK LAUNCH BID	\$60,976.35							
	TOTAL BID	\$92,930.61	\$14,659.92	\$78,270.69	\$0.00	\$92,930.61	100%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Application # 2

**APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN
SUBMITTED TO
City of Gautier**

DATE: 5/25/2023 PROJECT: Shepard State Park Boat Dock Reconstruction & Kayak Launches
CONTRACTOR: Fair Tide Marine & Construction, LLC DRAW NO.: 02 - FINAL

Invoice: 1226

ORIGINAL SUBCONTRACT AMOUNT	\$	<u>\$92,930.61</u>
AUTHORIZED CHANGE ORDERS	\$	<u>\$0.00</u>
TOTAL REVISED SUBCONTRACT AMOUNT	\$	<u>\$92,930.61</u>
VALUE OF WORK COMPLETED TO DATE	\$	<u>\$92,930.61</u>
PROPERLY STORED MATERIAL	\$	<u>\$0.00</u>
TOTAL COMPLETED AND STORED	\$	<u>\$92,930.61</u>
LESS RETAINAGE	\$	<u>\$0.00</u>
AMOUNT EARNED TO DATE	\$	<u>\$92,930.61</u>
LESS PREVIOUS BILLINGS	\$	<u>\$13,193.93</u>
AMOUNT OF THIS REQUISITION	\$	<u>\$79,736.68</u>

Having first been duly sworn, the undersigned authorized representative of the Contractor or on behalf of the Contractor hereby warrants and certifies that Subcontractor has fully paid for all materials, labor, equipment, services, incidentals, and other bills and obligations of every kind or nature that relate to the subcontract, purchase orders, or other agreements, whether oral or written for the referenced project, with the exception of the following:

INDIVIDUAL OR FIRM

AMOUNT OWED

NONE

NONE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

The above named, Carly Kelley
and executed the foregoing document as his own act and deed.

MY COMMISSION EXPIRES:
(SEAL)

Signature

appeared before me this the

31st day of May 2023

Notary Public



AIA® Document G706™ – 1994
Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Shepard State Park Boat Dock Reconstruction & Kayak Launches	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Gautier 2030 Hwy 90 Gautier, MS	CONTRACT FOR: General Construction	ARCHITECT: ☐
	CONTRACT DATED: 12.7.22	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Harrison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
- Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Fair Tide Marine & Construction
800 DAVIS DR.
Biloxi, MS 39532

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

50th day of May, 2023

Notary Public:
My Commission Expires:

(Signature)
10/14/2025



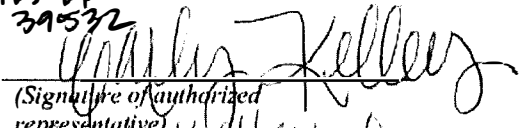
AIA® Document G706A™ – 1994
Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Shepard State Park Boat Dock Reconstruction & Kayak Launches	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: General Construction CONTRACT DATED: 12.7.22	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Gratiot 3330 Hwy 90 Gratiot MS		
STATE OF: Mississippi COUNTY OF: Harrison		

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
 Fair Tide Marine & Construction
 808 Davis Dr.
 Biloxi, MS 39532
 BY: 
 (Signature of authorized representative)
 CARY KELLEY - Owner
 (Printed name and title)

Subscribed and sworn to before me on this date:

30th day of May 2023

Notary Public:

My Commission Expires:

10/14/2025



 Fair Tide Marine and Construction, LLC

DOCKS - BULKHEADS - BOAT LIFTS - SLIP DREDGING
BOATHOUSES - PILE DRIVING

May 25, 2023

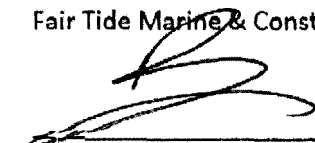
PROJECT: City of Gautier
Shepard State Park – Boat Dock Reconstruction & Kayak Launches

SUBSTANTIAL COMPLETION DATE: May 25, 2023

LABOR AND MATERIAL WARRANTY

Fair Tide Marine & Construction, LLC hereby certifies that all work on the above referenced project has been completed in accordance with the Contract Documents and is not defective. If any work is found to be defective within one year of the Substantial Completion Date, we will correct it as per the Contract Documents.

Fair Tide Marine & Construction, LLC



Blake Kelley, President



AIA Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 7313966

PROJECT: <i>(Name and address)</i> Shepard State Park - Boat Dock Reconstruction and Kayak Launches	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i> City of Gautier 3330 Hwy 90 Gautier, MS 39553	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

, SURETY.

on bond of

(Insert name and address of Contractor)

Fair Tide Marine & Construction LLC
808 Darius Dr.
Biloxi, MS 39532

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

(Insert name and address of Owner)

City of Gautier
3330 Hwy 90
Gautier, MS 39553

, OWNER.

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **May 30th, 2023**

(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company

(Surety)

Kathleen B. Scarborough
(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

Darlene Landry



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRIMETTA,

JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

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

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this 30th day of May, 2023.

Karen J. Haffner
Assistant Secretary

Councilman Anderson made the motion to approve the Grants and Projects Department to prioritize and submit three (3) applications, as presented, to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding. 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 286-2023

WHEREAS, the Grants and Projects Department request authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding; and

WHEREAS, the maximum request amount per project is \$250,000; and

WHEREAS, if more than one project is authorized by the City of Gautier for an application, priorities must be assigned to the funding requests; and

WHEREAS, the Grants and Projects Department has identified the following three potential projects for FY2025 Tidelands Public Access funding:

1. Continued improvements to the Mary Walker Bayou Parks Project (includes Town Commons Park and George Martin City Park)
2. Continued Improvements to Fairway Drive boat launch, finger pier and parking
3. Continued improvements to Shepard State Park amenities/infrastructure

WHEREAS, the Mayor and City Council find that the submission of three applications for FY2025 Tidelands Public Access funding is in the best interest of the City; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi to prioritize and submit 1. Continued improvements to the Mary Walker Bayou Parks Project (includes Town Commons Park and George Martin City Park), 2. Continued Improvements to Fairway Drive boat launch, finger pier and parking, and 3. Continued improvements to Shepard State Park amenities/infrastructure to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding is hereby authorized and approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: FY2025 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to prioritize and submit three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

BACKGROUND:

“The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.”

DISCUSSION:

The Grants and Projects Department has identified several potential projects for FY2025 Tidelands Public Access funding. The maximum request amount per project is \$250,000. If more than one project is authorized by the Gautier City Council for an application, priorities must be assigned to the funding requests (i.e., first priority, second priority, third priority). Potential projects include:

- 1) Continued improvements to the Mary Walker Bayou Parks Projects (includes Town Commons Park and George Martin City Park)
- 2) Continued improvements to Fairway Drive boat launch, finger pier, and parking on Fairway Drive
- 3) Continued improvements to Shepard State Park amenities/infrastructure

FY2025 applications are due Friday, July 1, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council prioritize (1. Mary Walker Bayou Parks Project 2. Fairway Drive Boat Launch Project 3. Shepard State Park Improvements) and authorize the submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

City Council may:

- 1) Prioritize and authorize submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding, as presented; or
- 2) Not authorize submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding, as presented.

ATTACHMENT(S):

None

Councilman Colledge made the motion to approve the abatement, as presented, and assess a penalty as a lien against the property in the amount of \$1,500 or 50%, whichever is more, at 1301 Roy's Road, Gautier, MS. 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 287-2023

WHEREAS, after proper notice, on or about May 16, 2023, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1301 Roy's Road, Gautier, MS; and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the abandoned property located at 1301 Roy's Road, Gautier, MS 39553, by mowing, cleaning, boarding up and securing the property, as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty is assessed to the property in the amount of \$1500.00 or 50% of the actual cost of cleaning the property, whichever is more.

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/10/2023
Subject: Consider Abatement of 1301 Roy's Road, Gautier, MS (Teresa Casey, Jennifer Casey)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1301 Roys Road since May 24, 2022. The owner has been deceased four years. The house at this address has been without water and electricity for at least two years. The Water Department has reported occupants stealing water at this address, and the water meter was pulled from the property in 2022 by that department due to the frequent theft. In May, 2022, a chord was being run from a house across the street so the occupants could steal electricity. In July, 2022, an RV was moved behind the house and people were reported living in it and dumping sewage. The Gautier Police Department has suspected drug activity at this property. This property is behind on property taxes. Local investors have paid the property tax the last two years.

DISCUSSION:

The current occupants have no legal claim to the property. Recently, someone pretended to be the previous owner of the property in an attempt to get the water reconnected. The water was turned back on for about a half a month before that person had it disconnected and moved out. At this time, there appears to be no legal owner of the property, and the property appears to be heading towards a tax sale. At least five complaints from residents of the municipality have been made that the building on 1301 Roys Road is unfit for human habitation, use or occupancy, and that the use or occupation of this building by humans should be prohibited and unlawful. A certified Abatement Notice was sent to 1301 Roys Road on April 16, 2023. The abatement hearing sign was posted on May 1, 2023. The daughter of the deceased owner confirmed she received the notice. The occupants have been given the appropriate time to respond to and to attend this hearing so that they may present any objection or defense to the abatement of this property.

RECOMMENDATION:

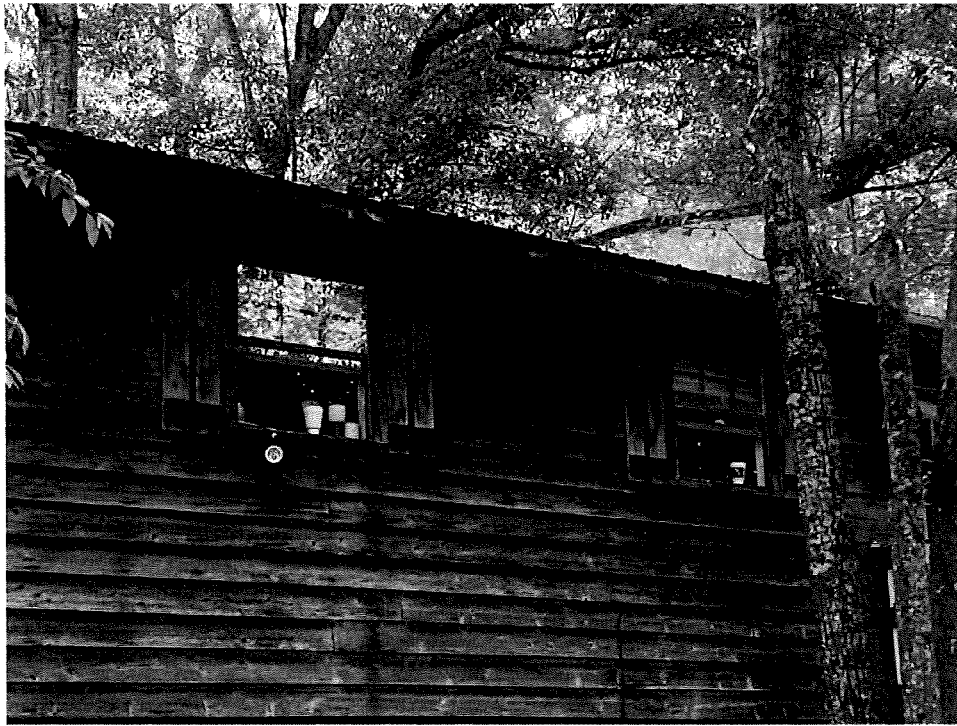
Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Code History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel-Tax Information
6. Memorandum Public Hearing Proposal

PHOTOS OF PROPERTY







City of Gautier
Gautier, Mississippi



Mayor
Cathy D. Ringham

Council
W. Craig Allen, Catherine
Woodward, Kenneth George
Woodward, Richard "D" Jackson
Woodward, Gordon Taylor
Woodward, Ricky Anderson
Woodward, Shonda Hines

City Manager
Jodie Haring

City Clerk
Jennie L. Montgomery

2236 Highway 90
Gautier, MS 39553
Phone: (228) 497-3129
Fax: (228) 497-3129
Email: jmontgomery@cityofgautier.org

NOTICE TO CONDEMN

You are hereby notified that a complaint to condemnation has been made against 1301 Roys Rd, Gautier, MS, 39553.

Based on reasonable information and belief, the condition of this property, 1301 Roys Rd, Gautier, MS, constitutes a clear and imminent danger to the life or health of occupants or other persons and that protection of life or health requires the vacating of this property.

You are further notified that if you have any objection or defense to the taking of this property, in which you may have or claim some interest, you are required to submit an answer to the City of Gautier, Code Enforcement Office at 3330 Hwy 90, Gautier, MS 39553, on Patrick Fagan, identifying the property in which you claim to have an interest, stating the nature and extent of the interest claimed and stating all your objections and defenses to the taking of the property. A failure to serve an answer shall constitute a consent to the taking and to the authority of the City of Gautier.

A separate abatement hearing is scheduled for this property on May 16, 2023, at 6:30pm. All occupants or residents on this property should be prepared to be first and clear of the property on or by May 17, 2023, at which time this property will be cleaned, secured, and/or demolished to ensure the safety and good public health of the neighboring community. This abatement hearing is a separate process in which the City Council will decide whether this property needs cleaning, securing, and/or demolishing. A separate notice for this hearing is enclosed. Understand that at any time before or after this abatement hearing, this property may still be condemned, in which case all residents or occupants will be required to vacate.

P. Fagan
Patrick Fagan
Code Enforcement
Gautier, MS 39553
Phone: 228-497-1878 ext 316

Jennifer Casey
1301 Roys
Gautier, MS 39553

Teresa Casey (est)
1301 Roys Rd
Gautier, MS 39553

April 26, 2023

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS 39553

TO: Teresa Casey, Jennifer Casey
1301 Roys Rd
Gautier, MS 39553

Re: Notice of Public Hearing
1301 Roys Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 1301 Roys Rd, Gautier, MS, 39553. The hearing will be held at Gautier City Hall, 3330 Hwy 90, Gautier, MS, 39553 on May 16, 2023 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 15, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is entered for clearing/cleaning.

Sincerely,

P. Fagan
Patrick Fagan

"Nature's Playground"



CODE CASE DETAILED REPORT CODE-002851-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	05/24/2022
Status:	Resolved	District:		Closed Date:	05/24/2022
Assigned To:	Patrick Fagan	Description:	no power/no water		

Address:	1301 Roys	Main
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Note	Created By	Date and Time Created
1. pf. spoke with owner/tenant, Jennifer Casey, 228-208-1200. She understands the power chord cannot be run across the road and has to be moved. The neighbor, Tony Turnage, 228-208-1200, says he was just repairing their cabinets for them and using the chord for his power tools. But Jennifer said he was just letting them borrow electricity for one week until her aid request from Civic Action comes in. Jennifer said she was walking out there now to remove the chord. I am sending 1237A Roys Rd a letter telling them that if the chord is seen again, an officer will come back to issue him a summons for Court.	Patrick Fagan	5/24/2022 3:05 pm

CODE CASE DETAILED REPORT CODE-003050-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	07/13/2022
Status:	Resolved	District:		Closed Date:	07/13/2022
Assigned To:	Patrick Fagan	Description:	RV person possibly living in it		

Address:	1301 Roys	Main
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Note	Created By	Date and Time Created
1. PF. Jennifer Casey, 214-111-1111, left her voicemail to call me about RV in her back yard. Report was that they had power and water hooked to it, but the house has no power or water. And I say no connections to RV. RV is parked behind house and it is allowed.	Patrick Fagan	7/13/2022 8:20 am
2. pf. she didn't call me back. I left her a voicemail to make sure she knew she could not have any one living in the rv or have electricity or water connected to it.	Patrick Fagan	7/15/2022 8:55 am

CODE CASE DETAILED REPORT CODE-004587-2023 FOR CITY OF GAUTIER

Case Type: Code **Project:** **Opened Date:** 04/24/2023
Status: Active **District:** **Closed Date:** NOT CLOSED
Assigned To: Patrick Fagan **Description:** condemn request from pd/no power-water

Address: 1301 Roys Main

Note	Created By	Date and Time Created
1. NOTICE TO CONDEMN sent certified	Patrick Fagan	4/26/2023 11:08 am
2. ABATEMENT NOTICE sent certified	Patrick Fagan	4/26/2023 11:08 am
3. paul casey, brother, 225-24-0004 someone came to the water department pretending to be paul casey in attempts to get the water turned on.	Patrick Fagan	4/26/2023 2:09 pm

Mayor: Casey Vaughan
 At Large: Adam Colledge
 Ward 1: Cameron George
 Ward 2: Richard Jackson
 Ward 3: Gordon Gollott



Ward 4: Rusty Anderson
 Ward 5: Dante Elbin
 City Manager: Paula Yancey
 City Attorney: Josh Danos
 City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on May 16, 2023, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1301 Roys Rd

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

Mayor: Casey Vaughan
 At Large: Adam Colledge
 Ward 1: Cameron George
 Ward 2: Richard Jackson
 Ward 3: Gordon Gollott



CITY OF GAUTIER
Nature's Playground

Ward 4: Rusty Anderson
 Ward 5: Dante Elbin
 City Manager: Paula Yancey
 City Attorney: Josh Danos
 City Clerk: Teresa Montgomery

April 26, 2023

FROM: Patrick Fagan
 Code Enforcement
 City of Gautier
 3330 Hwy 90
 Gautier, MS. 39553

TO: Teresa Casey, Jennifer Casey
 1301 Roys Rd
 Gautier, MS 39553

Re: Notice of Public Hearing
 1301 Roys Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1301 Roys Rd, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **May 16, 2023 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

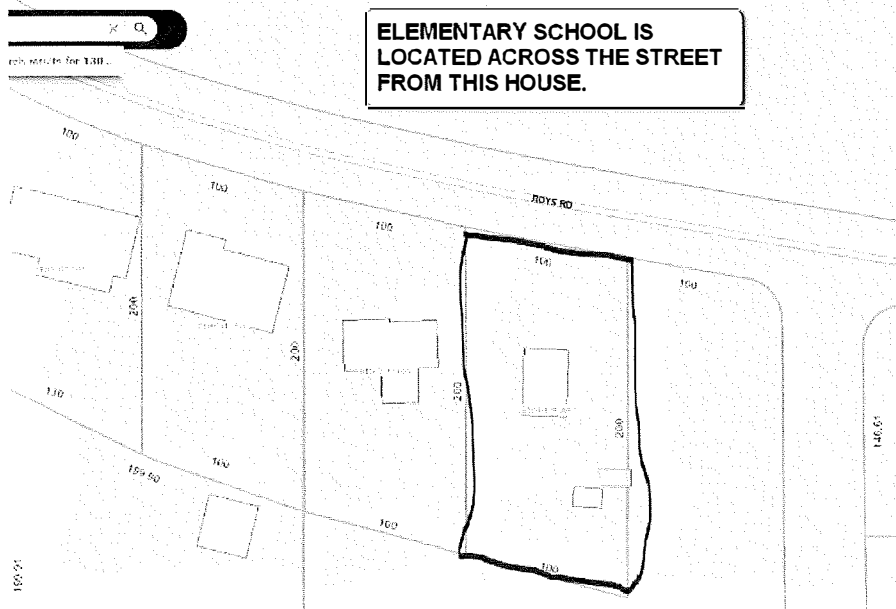
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Patrick Fagan

1301 ROYS ABATEMENT

POSTINGS & NOTICES



Current Date 4/27/2023

Tax Year 2022
Records Last Updated 4/27/2023

PROPERTY DETAIL	
OWNER	CASEY TERESA S (EST OF) 1301 ROYS RD GAUTIER MS 39553
ACRES	: .46
LAND VALUE	: 12286
IMPROVEMENTS	: 60520
TOTAL VALUE	: 72806
ASSESSED	: 10921

PARCEL 81807119.000**ADDRESS** 1301 ROYS

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	549.98	0.00	558.23
CITY	469.60	0.00	476.64
SCHOOL	550.75	0.00	559.01
TOTAL	1570.33	0.00	1593.88 1.50% Penalty

LAST PAYMENT DATE **NA****TAXES DELINQUENT PRIOR YEAR****MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL BEG N 80 DEG W 100' INTER W/M
HOMESTEAD CODE None		ZO
TAX DISTRICT 3840		RRA DR & S'M BORRIES RD TO POB
PPIN 064440		S
SECTION 07		200' N 80 DEG W 100' N 200' S
TOWNSHIP 7		8
RANGE 6		0 DEG E 100' TO POB DB 863-166
		D
Book	Page	

PURCHASE COUNTY TAX SALE FILES**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2021	MS TL LLC	NOT REDEEMED
2020	TLGFY LLC	NOT REDEEMED
2019	MUNICIPAL POINT CAPITAL LP	5/21/2021 JENNIFER CASEY

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: April 26, 2023
Subject: Abatement & Condemnation of 1301 Roys Road (clean, board up, secure)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1301 Roys Road since May 24, 2022. The owner has been deceased four years. The house at this address has been without water and electricity for at least two years. The Water Department has reported occupants stealing water at this address, and the water meter was pulled from the property in 2022 by that department due to the frequent theft. In May, 2022, a chord was being run from a house across the street so the occupants could steal electricity. In July, 2022, an RV was moved behind the house and people were reported living in it and dumping sewage. The Gautier Police Department has suspected drug activity at this property. This property is behind on property taxes. Local investors have paid the property tax the last two years.

DISCUSSION:

The current occupants have no legal claim to the property. Recently, someone pretended to be the previous owner of the property in an attempt to get the water reconnected. The water was turned back on for about a half a month before that person had it disconnected and moved out. At this time, there appears to be no legal owner of the property, and the property appears to be heading towards a tax sale. At least five complaints from residents of the municipality have been

made that the building on 1301 Roys Road is unfit for human habitation, use or occupancy, and that the use or occupation of this building by humans should be prohibited and unlawful. A certified Abatement Notice was sent to 1301 Roys Road on April 16, 2023. The abatement hearing sign was posted on May 1, 2023. The daughter of the deceased owner confirmed she received the notice. The occupants have been given the appropriate time to respond to and to attend this hearing so that they may present any objection or defense to the abatement of this property.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property and Postings
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel Information

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 288-2023

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 June 6, 2023.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BRIAN K ANSEMAN	232244	06/06/2023	04/25/2023			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: FI 1033		06122023	03/30/2023			200.00
001	COG 7M BOND ACCT	232529	06/06/2023	05/15/2023			29,654.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		05122023	05/12/2023			29,654.48
001	DELTA SANITATION OF MS LLC	232543	06/06/2023	05/17/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001305603	04/30/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001305661	04/30/2023			250.00
001	RJ YOUNG COMPANY LLC	232544	06/06/2023	05/17/2023			88.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6322503	05/09/2023			38.00
	001-100-699	RICHO IM C2500:BASE FEE		INV6322503	05/09/2023			37.55
	001-100-699	RICHO IM C2500:COLOR		INV6322503	05/09/2023			12.81
001	CATALIS COURTS AND LAND RECORDS LLC	232545	06/06/2023	05/17/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAY 2023 COURT SUPPORT		INV4326288	05/01/2023			1,495.00
001	C SPIRE WIRELESS	232546	06/06/2023	05/17/2023			1,168.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	04/30/2023			47.62
	001-021-605	CITY MGR CELL PHONE		0030759348	04/30/2023			47.62
	001-040-605	ADMIN CELL PHONE		0030759348	04/30/2023			81.95
	001-090-605	BUILDING CELL PHONES		0030759348	04/30/2023			252.20
	001-090-698	IPAD SERVICE(3)		0030759348	04/30/2023			102.99
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	04/30/2023			142.86
	001-161-605	FIRE DEPT CELL PHONES		0030759348	04/30/2023			142.86
	001-170-605	RECREATION CELL PHONES		0030759348	04/30/2023			200.38
	001-205-605	MAINT CELL PHONES		0030759348	04/30/2023			150.06
001	FUELMAN	232549	06/06/2023	05/17/2023			3,531.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64377049	05/15/2023			35.18
	001-100-525	UNL FUEL		NP64377049	05/15/2023			2,677.90
	001-161-525	UNL&DSL FUEL		NP64377049	05/15/2023			408.08
	001-170-525	UNL&DSL FUEL		NP64377049	05/15/2023			409.90
001	AGJ SYSTEMS & NETWORKS INC	232557	06/06/2023	05/23/2023			7,123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUN 2023 MSP-COMplete CARE		MSP-104908	06/01/2023			6,200.00
	001-092-606	JUN 2023: MS365 EXC (82)		104990	06/01/2023			410.00
	001-092-606	JUN 2023: MS365 BUS (34)		104990	06/01/2023			459.00
	001-092-606	JUN 2023: LITIGATN HOLD (18)		104990	06/01/2023			54.00

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	232558	06/06/2023	05/23/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUN 2023 ACCT SOFTWARE MAINT		DHLMN09689	06/01/2023			430.00
	001-092-606	JUN 2023 PRIV LIC SW MAINT		DHLMN09690	06/01/2023			175.00
	001-092-606	JUN 2023 VOTER REG SW MAINT		HRMN011484	06/01/2023			20.00
001	FOSTERS A/C & HEATING INC	232559	06/06/2023	05/23/2023			1,049.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	SERVICE CALL: MAINT BLDG		W1126183	05/10/2023			125.00
	001-092-635	CONDENSOR MOTOR; THERMOSTAT		W1126183	05/10/2023			479.00
	001-092-635	BLOWER MOTOR 230V; COIL RELAY		W1126183	05/10/2023			445.00
001	IAN T GOFF	232560	06/06/2023	05/23/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: ROPE A & O		05112023	06/26/2023			100.00
001	MS MUNICIPAL LEAGUE	232561	06/06/2023	05/23/2023			325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML ANNUAL 2023: VAUGHAN		36116	03/02/2023			325.00
001	MS MUNICIPAL LEAGUE	232562	06/06/2023	05/23/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	CMO GRAD CERT/PIN: COLLEDGE		36489	05/05/2023			35.00
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	232563	06/06/2023	05/23/2023			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	2023 EVENT SPONSORSHIP		05142023	05/14/2023			1,000.00
001	RJ YOUNG COMPANY LLC	232605	06/06/2023	05/30/2023			382.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6338619	05/19/2023			196.74
	001-100-699	ADMIN FEE		INV6338619	05/19/2023			8.00
	001-100-699	MPC2504EX USAGE:COLOR		INV6338619	05/19/2023			177.85
001	RJ YOUNG COMPANY LLC	232606	06/06/2023	05/30/2023			1,280.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6332361	05/16/2023			470.88
	001-092-698	IM C8000 USAGE:COLOR		INV6332361	05/16/2023			302.04
	001-092-698	IM C8000 USAGE:B/W		INV6332661	05/16/2023			250.15
	001-092-698	MP C4504 USAGE:COLOR		INV6332361	05/16/2023			230.16
	001-092-698	MP C4504 USAGE:B/W		INV6332361	05/16/2023			27.71
001	RJ YOUNG COMPANY LLC	232607	06/06/2023	05/30/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6343844	05/23/2023			113.14
	001-161-698	ADMIN FEE		INV6343844	05/23/2023			8.00

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001	DEPT PUBLIC SAFETY	232609	06/06/2023	05/30/2023			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (APR 2023)		90131518	05/15/2023			60.00
001	GLOBALSTAR	232610	06/06/2023	05/30/2023			100.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		50854050	05/16/2023			100.48
001	C SPIRE WIRELESS	232611	06/06/2023	05/30/2023			956.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	05/11/2023			476.20
	001-100-699	DATA CARDS (14)		0032680896	05/11/2023			480.62
001	SOUTHERN PEST CONTROL INC	232632	06/06/2023	05/31/2023			912.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-425359	03/09/2023			456.00
	001-092-698	CITY FACILITIES		171-428119	05/15/2023			456.00
001	FUELMAN	232633	06/06/2023	05/31/2023			3,760.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64408461	05/22/2023			206.00
	001-100-525	UNL FUEL		NP64408461	05/22/2023			2,812.43
	001-161-525	UNL&DSL FUEL		NP64408461	05/22/2023			475.44
	001-170-525	UNL FUEL		NP64408461	05/22/2023			206.96
	001-205-525	DSL FUEL		NP64408461	05/22/2023			59.83
001	FUELMAN	232635	06/06/2023	05/31/2023			3,686.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64433717	05/29/2023			68.64
	001-100-525	UNL FUEL		NP64433717	05/29/2023			2,682.03
	001-161-525	UNL&DSL FUEL		NP64433717	05/29/2023			518.14
	001-170-525	UNL FUEL		NP64433717	05/29/2023			313.65
	001-205-525	UNL&DSL FUEL		NP64433717	05/23/2023			104.41
001	SPARKLIGHT	232637	06/06/2023	05/31/2023			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JUN 2023:GARAGE #134679919		05202023	05/20/2023			136.51
001	SPARKLIGHT	232638	06/06/2023	05/31/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2023:BACOT #135939403		05232023	05/23/2023			230.88
001	SPARKLIGHT	232639	06/06/2023	05/31/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2023:NFD #122024383		05232023	05/23/2023			85.46
001	SPARKLIGHT	232640	06/06/2023	05/31/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2023:SFD #122025091		05232023	05/23/2023			85.46

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001	SPARKLIGHT	232641	06/06/2023	05/31/2023			95.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	JUN 2023:CFD #122024086	05232023	05/23/2023			95.41	
001	AT&T	232646	06/06/2023	05/31/2023			4,308.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284978000	05/14/2023			4,308.65	
001	AT&T	232647	06/06/2023	05/31/2023			35.87	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC LINE MONITORING	2284970262	05/14/2023			35.87	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	232649	06/06/2023	05/31/2023			550.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-642	STEAK & STAKE SPONSOR: MENTOR	06152023	05/24/2023			550.00	
001	CIVICPLUS INC	232650	06/06/2023	05/31/2023			1,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-799	CIVICENGAGE SYS TRNG	263401	05/25/2023			1,500.00	
001	FOSTERS A/C & HEATING INC	232651	06/06/2023	05/31/2023			142.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	ESA SERV: STAT WIRE REPR	W1126712	05/18/2023			142.25	
001	MS ASSOC OF CHIEFS OF POLICE	232652	06/06/2023	05/31/2023			112.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	NDST DISPATCH TEST (5)	SA54398	05/26/2023			90.00	
	001-022-660	SHIPPING	SA54398	05/26/2023			22.00	
001	MS FIRE ACADEMY	232653	06/06/2023	05/31/2023			800.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	VEH EXTRACTN-RESCUE: HILL,J	29964	02/21/2023			400.00	
	001-161-681	VEH EXTRACTN-RESCUE: JONES,T	29964	02/21/2023			400.00	
001	SINGING RIVER HEALTH SYSTEM	232654	06/06/2023	05/31/2023			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: MILNOR,C	536639	05/18/2023			50.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	232656	06/06/2023	05/31/2023			2,552.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	05182023	05/24/2023			1,707.79	
	001-201-629	SIGNAL LIGHTS 89113001	05182023	05/24/2023			64.15	
	001-170-631	CITY PARK RESTROOMS 89912001	05182023	05/24/2023			428.59	
	001-201-633	STREET LIGHTS 90345002	05182023	05/24/2023			165.40	
	001-092-631	RECORDS BLDG 90790001	05182023	05/24/2023			140.08	
	001-170-631	FRAZIER RESTROOMS 98546001	05182023	05/24/2023			46.26	

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001	SINGING RIVER ELECTRIC COOPERATIVE	232658	06/06/2023	05/31/2023			122.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION	66582005	05182023	05/24/2023		89.11	
	001-170-631	FITNESS TRAIL	109268001	05182023	05/24/2023		32.91	
001	SINGING RIVER ELECTRIC COOPERATIVE	232659	06/06/2023	05/31/2023			891.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST	94987002	05182023	05/24/2023		82.08	
	001-201-633	DOLPHIN ST	94988002	05182023	05/24/2023		59.06	
	001-201-633	DOLPHIN ST	94989002	05182023	05/24/2023		71.45	
	001-201-633	DOLPHIN ST	94990002	05182023	05/24/2023		629.25	
	001-201-633	WM PAYNE	100244006	05182023	05/24/2023		50.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	232660	06/06/2023	05/31/2023			344.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD	76008001	05192023	05/25/2023		225.08	
	001-170-631	BACOT SPLASHPAD	103751001	05192023	05/25/2023		31.56	
	001-170-631	BACOT UPGRADES	113730001	05192023	05/25/2023		49.37	
	001-170-631	BACOT	114484001	05192023	05/25/2023		38.33	
001	SINGING RIVER ELECTRIC COOPERATIVE	232661	06/06/2023	05/31/2023			616.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD	95237002	05152023	05/22/2023		344.81	
	001-161-631	MARTIN BLUFF FD	58380001	05162023	05/23/2023		197.70	
	001-201-629	SIGNAL LIGHTS	17546	05162023	05/23/2023		38.75	
	001-092-631	CITY LIMIT SIGN	17546	05162023	05/23/2023		35.62	
001	SINGING RIVER ELECTRIC COOPERATIVE	232662	06/06/2023	05/31/2023			501.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDABOUT	102311004	05182023	05/24/2023		30.00	
	001-201-633	WM PAYNE	100245001	05182023	05/24/2023		60.83	
	001-170-631	BACOT LIGHTS	10137	05192023	05/25/2023		280.31	
	001-201-629	SIGNAL LIGHTS	10138	05192023	05/25/2023		130.40	
001	SINGING RIVER ELECTRIC COOPERATIVE	232664	06/06/2023	05/31/2023			9,719.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREETLIGHTING	10054	05182023	05/24/2023		6,935.27	
	001-092-631	CITY HALL	10054	05182023	05/24/2023		827.98	
	001-170-631	SRM VENUE	10054	05182023	05/24/2023		30.00	
	001-170-631	FRAZIER PARK	10054	05182023	05/24/2023		61.56	
	001-170-631	SENIOR BLDG	10054	05182023	05/24/2023		252.46	
	001-170-631	CITY PARK	10054	05182023	05/24/2023		160.93	
	001-161-631	CENTRAL FD	10054	05182023	05/24/2023		382.03	
	001-092-631	PUBLIC WORKS	10054	05182023	05/24/2023		308.77	
	001-092-631	HWY 90 SIGN	10054	05182023	05/24/2023		41.35	
	001-201-629	SIGNAL LIGHTS	10054	05182023	05/24/2023		719.01	

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001	HUEY P STOCKSTILL LLC	232669	06/06/2023	05/31/2023			751.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4.82 TN ASPHALT: MULT STS		58238	05/11/2023			443.44
	001-201-576	2.01 TN ASPHALT: ROYS-DEAD RVR		58138	05/09/2023			184.92
	001-201-576	1.34 TN ASPHALT: FORDHAM		58615	05/24/2023			123.28
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	232671	06/06/2023	05/31/2023			81.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM & MEDS: TESS		05242023	05/24/2023			81.50
001	REYNOLDS WHOLESALE CO	232686	06/06/2023	06/01/2023			2,361.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-510	24X33 WHT CAN LINER 500CT (4)		74488	05/16/2023	230850		131.80
	001-170-510	#620 PLASTIC MOP HANDLE (2)		74488	05/16/2023	230850		21.90
	001-170-510	LYSOL DISINFECTANT 12CT (2)		74488	05/16/2023	230850		167.76
	001-170-510	NABC CLEANER GAL (4)		74488	05/16/2023	230850		55.80
	001-170-510	#24 COTTON MOPHEAD (4)		74488	05/16/2023	230850		32.00
	001-170-510	PF LATEX GLOVES 100CT (2)		74488	05/16/2023	230850		140.00
	001-170-510	85CT CLOROX WIPES 15CT		74488	05/16/2023	230850		74.25
	001-170-510	#B03 30Z URINAL BLOCK 12CT		74488	05/16/2023	230850		134.40
	001-170-510	30X36 WHT CAN LINER 200CT (3)		74488	05/16/2023	230850		86.85
	001-170-510	38X58 BLK CAN LINER 100CT (2)		74488	05/16/2023	230850		69.90
	001-170-510	TIME MIST SPRAY 12 CT		74488	05/16/2023	230850		69.00
	001-170-510	#2000 TIME MIST DISPENSER (4)		74488	05/16/2023	230850		132.00
	001-170-510	#VN25070 TISSUE 96 CT (2)		74488	05/16/2023	230850		113.50
	001-170-510	PLASTIC ANGLE BROOM (2)		74488	05/16/2023	230850		15.90
	001-170-510	BLEACH GAL (6)		74488	05/16/2023	230850		22.95
	001-170-510	ODO BAN GAL (4)		74488	05/16/2023	230850		51.96
	001-170-510	CS PINE SOL 144 OZ (3)		74488	05/16/2023	230850		39.75
	001-170-510	VB PAPER TOWEL 30CT (2)		74488	05/16/2023	230850		69.90
	001-170-510	WINDEX SPRAY 32OZ (6)		74488	05/16/2023	230850		31.74
	001-161-510	#1508 CS MFB TOWELS (5)		74557	05/25/2023	230871		124.75
	001-161-510	COMET POWDER 21OZ CAN 12/CS		74557	05/25/2023	230871		20.28
	001-161-510	CS DAWN DISH DETERGENT (4)		74557	05/25/2023	230871		25.16
	001-161-510	409 CLEANER 32OZ 12/CS		74557	05/25/2023	230871		59.88
	001-161-510	WINDEX 32OZ 8/CS		74557	05/25/2023	230871		42.32
	001-161-510	PINE SOL 144OZ (8)		74557	05/25/2023	230871		119.60
	001-161-510	BLEACH GAL (12)		74557	05/25/2023	230871		45.90
	001-161-510	GOJO SOAP 8/CS		74557	05/25/2023	230871		47.92
	001-161-510	38X58 BLK CAN LINER 100CT (4)		74557	05/25/2023	230871		139.80
	001-161-510	TISSUE 96CT/CS (4)		74557	05/25/2023	230871		227.00
	001-161-510	PLEDGE FURNITURE POLISH (8)		74557	05/25/2023	230871		47.60
001	ACTION PRINTING CENTER INC	232688	06/06/2023	06/01/2023			247.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-500	#10 REG ENVELOPES (1000)		1641	05/26/2023	230833		247.74

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001	MID SOUTH UNIFORM & SUPPLY INC	232689	06/06/2023	06/01/2023			238.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SENTRY SS SHIRT NVY	639483	05/11/2023	230835		57.21	
	001-100-535	SENTRY LS SHIRT NVY	639483	05/11/2023	230835		60.86	
	001-100-535	SEW ON PATCHES (4)	639483	05/11/2023	230835		8.00	
	001-100-535	SENTRY PANT NVY	639483	05/11/2023	230835		56.14	
	001-100-535	CLIP ON TIE 18" (3)	639483	05/11/2023	230835		21.54	
	001-100-535	CLIP ON TIE 20" (2)	639483	05/11/2023	230835		14.90	
	001-100-535	SHIPPING	639483	05/11/2023	230835		20.00	
001	MS FIRE ACADEMY	232690	06/06/2023	06/01/2023			1,175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FF 1001-I-II: HALL, W	30517	05/12/2023	221240		500.00	
	001-161-681	FF 1001-I-11: JORDAN, C	30517	05/12/2023	221240		500.00	
	001-161-681	FD SAFETY OFCR: MCCLURE, M	30552	05/12/2023	220387		175.00	
001	SUNBELT FIRE INC	232691	06/06/2023	06/01/2023			2,361.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	PARTS: SCBA MAINT	6775	05/26/2023	230791		859.29	
	001-161-639	FREIGHT	6775	05/26/2023	230791		17.50	
	001-161-639	LABOR: SCBA MAINT	6775	05/26/2023	230791		225.00	
	001-161-639	DISPOSAL FEE	6775	05/26/2023	230791		5.00	
	001-161-639	LABOR: SCBA MAINT	6776	05/26/2023	230791		1,095.00	
	001-161-639	TECH TRAVEL TIME: SCBA MAINT	6776	05/26/2023	230791		160.00	
001	OFFICE DEPOT 1104	232693	06/06/2023	06/01/2023			231.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	LG BLU-RAY WRITER	3122552350	05/08/2023	230831		103.79	
	001-100-500	WD PORT HARD DRIVE	3122493360	05/09/2023	230831		127.49	
001	STRUTHERS RECREATION LLC	232695	06/06/2023	06/01/2023			1,133.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	GAME TIME COIL SPRING ONLY(4)	1036940101	05/18/2023	230565		840.00	
	001-170-634	FREIGHT	1036940101	05/18/2023	230565		293.69	
001	CAMPER CITY TRUCK ACCESS INC	232696	06/06/2023	06/01/2023			950.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-689	2 DOOR SOUTHERN DOG BOX: ACO	74869	05/24/2023	230845		950.00	
001	TYLER RIDGDELL DBA	232698	06/06/2023	06/01/2023			8,550.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	CLEAN 4 BEDS: HWY90 @ G-V RD	23051101	05/11/2023	230839		8,550.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232699	06/06/2023	06/01/2023			2,593.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	MS ERGONOMIC KEYBOARD BLK	3535837269	04/18/2023	230747		59.99	
	001-170-500	RTN CR: MS ERGO KEYBOARD BLK	3537450702	05/05/2023	230747		-59.99	
	001-170-500	LOGITECH K350 WRLS KEYBOARD	3537381429	05/04/2023	230747		46.04	
	001-040-500	MED DUTY LGL BANKER BOX 12CT	3537381426	05/04/2023	230818		85.22	
	001-040-500	SHARPIE FINE BLK 12CT	3537381426	05/04/2023	230818		8.28	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232699	06/06/2023	06/01/2023			2,593.55	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	CS 8.5X11 COPY PAPER (10)	3537381426	05/04/2023	230818		444.90	
	001-040-500	MD FILE BOX LTR/LGL 12CT (4)	3537381426	05/04/2023	230818		181.12	
	001-040-500	LOGI M325 WRLS OPT MOUSE	3537381426	05/04/2023	230818		21.09	
	001-040-500	FILE POCKET EXP LGL 10PK	3537381426	05/04/2023	230818		34.40	
	001-022-500	BLUE PAPER 8.5X11 500CT (2)	3537381426	05/04/2023	230818		16.64	
	001-040-500	LEX 501H BLK HY TONER(2)	3537381426	05/04/2023	230818		324.80	
	001-040-500	BINDER CLIP MINI BLK 144CT	3537381426	05/04/2023	230818		2.17	
	001-040-500	F FOLDER BLU LGL 100CT	3537381426	05/04/2023	230818		27.47	
	001-040-500	LEX B221H00 BLK HY TONER(2)	3537381427	05/04/2023	230818		205.98	
	001-040-500	F FOLDER LGL YEL 100CT (4)	3537381428	05/04/2023	230818		196.76	
	001-170-500	SHREDDER LUBRICANT SHT 24PK	3537581750	05/06/2023	230834		19.75	
	001-170-500	SHARPIE HIGHLIGHTER 12/PK	3537581750	05/06/2023	230834		24.49	
	001-170-500	CS 8.5X11 COPY PAPER (6)	3537581750	05/06/2023	230834		292.38	
	001-170-500	SCOTCH DESKTOP TAPE DISPENSER	3537581750	05/06/2023	230834		5.69	
	001-170-500	SWINGLINE OP DESK STAPLER	3537581750	05/06/2023	230834		23.31	
	001-170-500	F FOLDER ASST LTR 100CT	3537581750	05/06/2023	230834		22.88	
	001-170-500	DAB N SEAL MOISTENER 24CT	3537581750	05/06/2023	230834		6.37	
	001-170-500	BRO TN-433 MAG HY TONER	3537581750	05/06/2023	230834		136.98	
	001-170-500	BRO TN-433 CYAN HY TONER	3537581750	05/06/2023	230834		136.98	
	001-170-500	BRO TN-433 YEL HY TONER	3537581750	05/06/2023	230834		136.99	
	001-170-500	BRO TN-433 BK HY TONER	3537581750	05/06/2023	230834		84.98	
	001-100-500	VERBATIM DVD+R DL 30PK	3537581752	05/06/2023	230829		49.99	
	001-100-500	VERBATIM 16X BLU-RAY 50PK	3537581753	05/06/2023	230829		57.89	
001	REEVES COMPANY INC	232700	06/06/2023	06/01/2023			36.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SERVING SINCE PIN	471031	05/08/2023	230827		16.94	
	001-100-535	ENGRAVED NAME PIN	471031	05/08/2023	230827		14.23	
	001-100-500	POSTAGE	471031	05/08/2023	230827		4.97	
001	ULINE INC	232701	06/06/2023	06/01/2023			2,888.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-702	PRTBL SAFETY BARRIER-GLV(17)	163266435	05/05/2023	230821		2,040.00	
	001-170-702	SHIPPING	163266435	05/05/2023	230821		189.46	
	001-170-559	GALV PRTBL BARRIER FEET (20)	163551974	05/11/2023	230847		560.00	
	001-170-559	SHIPPING	163551974	05/11/2023	230847		98.63	
001	AMAZON CAPITAL SERVICE	232703	06/06/2023	06/01/2023			156.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	9V LITHIUM RECHG BATTERY 2CT	1H7N3VF3MC	05/27/2023	230876		15.99	
	001-094-500	SHIPPING	1H7N3VF3MC	05/27/2023	230876		5.99	
	001-170-513	ADJ SIZE JUMP ROPE 6/PK	1NHFHJPGHY	05/26/2023	230870		14.99	
	001-170-513	BUBBLE WAND FAVOR 64PK	1NHFHJPGHY	05/26/2023	230870		15.95	
	001-170-513	WSHBL SIDEWALK CHALK 132PK	1NHFHJPGHY	05/26/2023	230870		24.59	
	001-170-513	RING POP BULK 20CT (2)	1NHFHJPGHY	05/26/2023	230870		15.38	
	001-170-513	OREO 2PK VARIETY 56CT	1NHFHJPGHY	05/26/2023	230870		22.58	
	001-170-513	REUSBL WATER BALLOON 16CT	1NHFHJPGHY	05/26/2023	230870		40.84	

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001	AUDIOWAVE INC	232705	06/06/2023	06/01/2023			11,134.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-702	TUFLOC GUN RACK (27)	A56593	05/12/2023	230824	6,615.00		
	001-100-702	SHIPPING	A56593	05/12/2023	230824	345.00		
	001-100-638	LABOR REMV EQUIP: U #12411	A56646	05/17/2023	230855	800.00		
	001-100-638	NFORCE NXT 48" AMBER LB	A55997	04/19/2023	230438	2,075.00		
	001-100-638	SIREN CONTROL	A55997	04/19/2023	230438	479.00		
	001-100-638	SPEAKER ETSS100J	A55997	04/19/2023	230438	250.00		
	001-100-638	LABOR	A55997	04/19/2023	230438	450.00		
	001-100-638	SHIPPING	A55997	04/19/2023	230438	75.00		
	001-100-638	SHOP SUPPLIES U# 37 ACO	A55997	04/19/2023	230438	45.00		
001	BORDIS & DANOS PLLC	232708	06/06/2023	06/01/2023			13,155.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	JUN 2023 RETAINER	119	06/01/2023		11,250.00		
	001-060-602	LITIGATION: OS ANNEXATION	119	06/01/2023		1,905.50		
001	SPORTSCONDUCTOR LLC DBA JARVIS	232709	06/06/2023	06/01/2023			19.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	CHEER 2023 (2)	5803	06/01/2023		7.90		
	001-170-502	FOOTBALL 2023 (3)	5803	06/01/2023		11.85		
FUND TOTAL	1 Claims	to	Checks	61 Total	128,887.88 Manual	Held	Total	128,887.88

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002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	232677	06/06/2023	05/31/2023			3,000.00	
		Description CONSTRUCTION ADMIN 20%		Invoice # 8772	Date 05/27/2023	P.O.	Amount 3,000.00	
002	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 002-655-675	232679	06/06/2023	05/31/2023			552,452.07	
		Description SEACLIFFE ROADWAY IMPS		Invoice # 3	Date 05/30/2023	P.O.	Amount 552,452.07	
FUND TOTAL	2 Claims	to	Checks	2 Total	555,452.07	Manual	Held	Total 555,452.07

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156	AUDIOWAVE INC	232706	06/06/2023	06/01/2023			4,680.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	LABOR INSTALL LIGHTS: #18407		A56454	05/25/2023	230678	2,140.00	
	156-100-799	SHOP SUPPLIES		A56454	05/25/2023	230678	200.00	
	156-100-799	LABOR INSTALL LIGHTS: #12803		A56455	05/05/2023	230678	2,140.00	
	156-100-799	SHOP SUPPLIES		A56455	05/05/2023	230678	200.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	4,680.00	Manual	Held	Total	4,680.00

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176	C SPIRE WIRELESS	232547	06/06/2023	05/17/2023			51.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	04/30/2023			51.82
176	AD2 INC	232555	06/06/2023	05/23/2023			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAY 2023		3973	05/15/2023			36.50
	176-170-699	SHOPPING CART		3973	05/15/2023			268.50
	176-170-699	WEB SITE MAINT 4/15-5/14/23		3973	05/15/2023			350.00
176	COCA COLA BOTTLING CO UNITED INC	232556	06/06/2023	05/23/2023			129.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE (2)		3555713804	05/12/2023			60.00
	176-170-541	CS 200Z DASANI (2)		3555713804	05/12/2023			43.00
	176-170-541	CS 200Z SPORTS DRINK (1)		3555713804	05/12/2023			26.00
176	SPARKLIGHT	232643	06/06/2023	05/31/2023			256.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2023:SSP INET#132698937		05202023	05/20/2023			256.89
176	SPARKLIGHT	232644	06/06/2023	05/31/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2023:SSP#136075116		05232023	05/23/2023			127.95
176	SINGING RIVER ELECTRIC COOPERATIVE	232665	06/06/2023	05/31/2023			2,403.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		05192023	05/25/2023			2,004.33
	176-170-631	HOUSE 76855002		05192023	05/25/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		05192023	05/25/2023			313.81
	176-170-631	DUMP STATION 109931001		05192023	05/25/2023			30.00
176	AT&T	232678	06/06/2023	05/31/2023			880.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284972244	05/14/2023			880.98
176	HEFLIN ENGINEERING INC	232680	06/06/2023	05/31/2023			5,775.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-763	CONST PHASE 100%		1084	05/30/2023			5,775.00
176	FAIR TIDE MARINE & CONSTRUCTION LLC	232685	06/06/2023	05/31/2023			79,736.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-720	KAYAK LAUNCH 100%		2	05/31/2023			79,736.68
FUND TOTAL 176 Claims		to	Checks	9 Total	90,016.58 Manual	Held	Total	90,016.58

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	232681	06/06/2023	05/31/2023			39,350.00	
	Description TO #6: AMPHITHEATER			Invoice # 8769	Date 05/27/2023	P.O.	Amount 39,350.00	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232682	06/06/2023	05/31/2023			59,685.07	
	Description AMPHITHEATER CONST 36% (1)			Invoice # 4	Date 05/30/2023	P.O.	Amount 59,685.07	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232683	06/06/2023	05/31/2023			644,366.58	
	Description AMPHITHEATER CONST 36% (2)			Invoice # 4	Date 05/30/2023	P.O.	Amount 644,366.58	
FUND TOTAL 304 Claims	to	Checks	3 Total	743,401.65	Manual		Held	Total 743,401.65

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355	WAGGONER ENGINEERING INC Account Number 355-723-763	232674	06/06/2023	05/31/2023			11,194.00	
		Description CONSTR PHASE: TRMNT PLANT		Invoice # 40917	Date 05/15/2023	P.O.	Amount 11,194.00	
FUND TOTAL	355 Claims	to	Checks	1 Total	11,194.00	Manual	Held	Total 11,194.00

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361	SEYMOUR ENGINEERING PLLC	232676	06/06/2023	05/31/2023			17,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-787	CONST ADMIN/RPR		8770	05/27/2023		17,600.00	
FUND TOTAL 361 Claims	to	Checks	1 Total	17,600.00	Manual	Held	Total	17,600.00

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400	COG DEPOSITORY ACCOUNT	232528	06/06/2023	05/15/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		05092023	05/09/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		05092023	05/09/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		05092023	05/09/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		05092023	05/09/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		05092023	05/09/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		05092023	05/09/2023			9,665.99
400	C SPIRE WIRELESS	232548	06/06/2023	05/17/2023			47.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	04/30/2023			47.62
400	FUELMAN	232550	06/06/2023	05/17/2023			265.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64377049	05/15/2023			265.45
400	SOUTHERN LINC	232551	06/06/2023	05/17/2023			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2023 SERV CHGS		171454	05/01/2023			80.00
	400-650-698	TAXES/FEES		171454	05/01/2023			6.68
400	AT&T	232552	06/06/2023	05/17/2023			139.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	04/06/2023			65.04
	400-650-605	MONTHLY SERVICES		2284972276	05/06/2023			74.83
400	ANSER	232553	06/06/2023	05/17/2023			527.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:5/10-6/6/23		227-051023	05/10/2023			500.00
	400-650-698	HOLIDAY CHARGES		227-051023	05/10/2023			12.00
	400-650-698	463 AGENT MTS:4/12-5/9/23		227-051023	05/10/2023			15.08
400	REGIONS BANK CORPORATE TRUST	232578	06/06/2023	05/23/2023			227,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN: S2020 BOND 11504		G067Z08	05/01/2023			206,000.00
	400-680-819	INT: S2020 BOND 11504		G067Z08	05/01/2023			21,700.00
400	FOSTERS A/C & HEATING INC	232579	06/06/2023	05/23/2023			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	SERVICE CALL: FRONT OFFICE		W1126230	05/11/2023			125.00
400	MISSION COMMUNICATIONS LLC	232580	06/06/2023	05/23/2023			7,391.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: HAVILL PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: CAK ST PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: MARINA DR PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: SEAGRAPE PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: LINDEN PUMP STN		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: HWY 90 NELSON		1075899	05/08/2023			347.40

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400	MISSION COMMUNICATIONS LLC	232580	06/06/2023	05/23/2023			7,391.40	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: WESTGATE 2		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: LINDSEY LANE		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MERIDA COVE		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: ALLEN RD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: SHELL LANDING #2		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: C BYRD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: RADIO RD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: COBBLESTONE PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: ROYAL RUN PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: POLICE DEPT PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MACKERAL PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MARY ANN PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: SHELL LANDING		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: RIVER OAKS PS		1075899	05/05/2023			347.40
	400-651-698	RENEWAL: COAST MEADOWS PS		1075899	05/08/2023			347.40
400	2018-2019 BOND DEBT SERVICE FUND	232581	06/06/2023	05/23/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2023: 2018 BOND DS		06012023	06/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	232582	06/06/2023	05/23/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2023: 2019 BOND DS		06012023	06/01/2023			32,000.00
400	RJ YOUNG COMPANY LLC	232608	06/06/2023	05/30/2023			221.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV6332362	05/16/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6332362	05/16/2023			10.47
	400-650-698	IM C4500 USAGE:COLOR		INV6332362	05/16/2023			44.46
400	FUELMAN	232634	06/06/2023	05/31/2023			125.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64408461	05/22/2023			125.88
400	FUELMAN	232636	06/06/2023	05/31/2023			204.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64433717	05/29/2023			204.36
400	SPARKLIGHT	232645	06/06/2023	05/31/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2023:UTY#1007663106		05232023	05/23/2023			106.55
400	AT&T	232648	06/06/2023	05/31/2023			78.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	05/14/2023			78.63
400	TYLER TECHNOLOGIES INC	232655	06/06/2023	05/31/2023			37,622.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	07/23-06/24 ERP PRO ANNUAL FEE		025-423796	06/01/2023			36,122.41
	400-650-698	07/23-06/24 TYLER U MAINT		025-423796	06/01/2023			1,500.00

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400	JACKSON COUNTY UTILITY AUTHORITY	232657	06/06/2023	05/31/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2023 TREATMENT CHGS		2162	06/01/2023			238,372.00
400	HUEY P STOCKSTILL LLC	232663	06/06/2023	05/31/2023			1,040.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	5.05 TN ASPHALT: MULT PRJS		57831	04/28/2023			464.60
	400-651-683	6.26 TN ASPHALT: OLD SHELL		58615	05/24/2023			575.92
400	SINGING RIVER ELECTRIC COOPERATIVE	232666	06/06/2023	05/31/2023			378.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		05182023	05/24/2023			378.40
400	SINGING RIVER ELECTRIC COOPERATIVE	232667	06/06/2023	05/31/2023			4,771.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		05192023	05/25/2023			227.25
	400-651-631	LIFT STATIONS 17883		05192023	05/25/2023			2,481.64
	400-651-631	LIFT STATIONS 17884		05192023	05/25/2023			1,120.83
	400-651-631	LIFT STATIONS 114260001		05192023	05/25/2023			942.11
400	SINGING RIVER ELECTRIC COOPERATIVE	232668	06/06/2023	05/31/2023			2,653.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		05152023	05/22/2023			31.04
	400-651-631	LIFT STATIONS 20649		05152023	05/22/2023			1,021.49
	400-651-631	LIFT STATIONS 28779		05152023	05/22/2023			99.48
	400-651-631	SCHOONER WELL 20688		05122023	05/18/2023			1,266.43
	400-651-631	LIFT STATIONS 20688		05122023	05/18/2023			235.55
400	SINGING RIVER ELECTRIC COOPERATIVE	232670	06/06/2023	05/31/2023			5,517.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		05162023	05/23/2023			69.12
	400-651-631	LIFT STATIONS 89702001		05162023	05/23/2023			30.00
	400-651-631	LIFT STATIONS 17881		05162023	05/23/2023			2,650.72
	400-651-631	WATER WELLS 17881		05162023	05/23/2023			2,767.75
400	WAGGONER ENGINEERING INC	232672	06/06/2023	05/31/2023			2,442.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		40919	05/15/2023			902.50
	400-650-603	PRELIM ENG: EPA STAG APP		40919	05/15/2023			1,540.00
400	SINGING RIVER ELECTRIC COOPERATIVE	232673	06/06/2023	05/31/2023			9,379.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		05182023	05/24/2023			45.00
	400-651-631	CITY HALL SOUTH 17882		05182023	05/24/2023			2,400.63
	400-651-631	WATER WELLS 17882		05182023	05/24/2023			4,764.35
	400-651-631	LIFT STATIONS 17882		05182023	05/24/2023			2,169.92

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SEYMOUR ENGINEERING PLLC	232675	06/06/2023	05/31/2023			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	MDOT PERMIT 100%		8771	05/27/2023			1,300.00
400	SUDDEN SERVICE INC	232684	06/06/2023	05/31/2023			645.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	SERV CALL: PORTABLE GENERATOR		03019416	05/22/2023			645.00
400	REYNOLDS WHOLESALE CO	232687	06/06/2023	06/01/2023			949.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	TISSUE 96 CT (3)		74512	05/19/2023	230861		170.25
	400-650-510	VB PAPER TOWEL 30CT (4)		74512	05/19/2023	230861		139.80
	400-650-510	NABC CLEANER 4/1 GAL		74512	05/19/2023	230861		55.80
	400-650-510	CS PINE SOL 3/144 OZ		74512	05/19/2023	230861		39.75
	400-650-510	WINDEX SPRAY 1/2 CS		74512	05/19/2023	230861		21.16
	400-650-510	PF LATEX GLOVES 100CT/BX		74512	05/19/2023	230861		70.00
	400-650-510	WAVE URINAL SCREEN 10CT (2)		74512	05/19/2023	230861		47.50
	400-650-510	38X58 CAN LINER 100CT (2)		74512	05/19/2023	230861		69.90
	400-650-510	30X36 WHT CAN LINER 200CT (2)		74512	05/19/2023	230861		57.00
	400-650-510	24X33 WHT CAN LINER 500CT (2)		74512	05/19/2023	230861		65.90
	400-650-510	FUSION SPRAY 1/2 CS		74512	05/19/2023	230861		34.50
	400-650-510	LYSOL SPRAY 19 OZ 12CT		74512	05/19/2023	230861		83.88
	400-650-510	CLOROX WIPES (2)		74512	05/19/2023	230861		9.90
	400-650-510	MOP HEAD-NOT LONG (3)		74512	05/19/2023	230861		18.00
	400-650-510	MOP HANDLE PLASTIC (2)		74512	05/19/2023	230861		21.90
	400-650-510	RAGS 25LB BOX		74512	05/19/2023	230861		43.95
400	SOUTHERN PIPE & SUPPLY CO INC	232692	06/06/2023	06/01/2023			4,995.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	5/8X3/4 BLMJ DIRECT METER(60)		8004308-00	05/24/2023	230863		4,995.00
400	CONSOLIDATED PIPE & SUPPLY	232694	06/06/2023	06/01/2023			576.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1 MCDONALD FEMALE ADPT (12)		3729395002	05/25/2023	230278		576.00
400	BAY MOTOR WINDING INC	232697	06/06/2023	06/01/2023			5,920.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	INSPECT/REBUILD: LS-40		0125129	05/22/2023	230843		2,510.00
	400-651-584	MACHINE WORK		0125129	05/22/2023	230843		450.00
	400-651-584	INSPECT/REBUILD: LS-25		0125130	05/22/2023	230842		2,510.00
	400-651-584	MACHINE WORK		0125130	05/22/2023	230842		450.00
400	MUSCO-GULFPORT 1227	232702	06/06/2023	06/01/2023			1,409.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	LF 1 CCXCTS PJ CORP (12)		0781150	04/25/2023	230718		888.96
	400-651-581	2 PVC IPS GXG REP COUP (12)		0781150	04/25/2023	230718		105.60
	400-651-581	LF 1-1/4X1 BRS RED COUP (12)		0781150-1	05/01/2023	230718		160.32
	400-651-581	2 PVC IPS GXG REP COUP (12)		CM051508	05/09/2023	230718		-105.60
	400-651-581	2 PVC IPS GXG REP COUP (12)		0783928	05/11/2023	230718		60.00
	400-651-581	2 PVC IPS GXG REP COUP (12)		0785064	05/15/2023	230718		300.00

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LYMAN WELL COMPANY	232704	06/06/2023	06/01/2023			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CHANNL STL PUMP FRAME: LS 21		23-135	03/31/2023	230557		1,500.00
400	J H WRIGHT & ASSOCIATES INC	232707	06/06/2023	06/01/2023			7,572.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KG5-2301SL GRINDR PUMP:LS 33		449901	02/28/2023	230550		4,622.00
	400-651-584	PC2000 LIFT STN CONTROLLR(4)		451562	05/02/2023	230756		2,900.00
	400-651-584	SHIPPING		451562	05/02/2023	230756		50.00
FUND TOTAL 400 Claims	to	Checks	34 Total	663,492.66	Manual	Held	Total	663,492.66

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	61 Total	128,887.88 Manual	Held	Total	128,887.88
FUND 2 Claims	to	Checks	2 Total	555,452.07 Manual	Held	Total	555,452.07
FUND 156 Claims	to	Checks	1 Total	4,680.00 Manual	Held	Total	4,680.00
FUND 176 Claims	to	Checks	9 Total	90,016.58 Manual	Held	Total	90,016.58
FUND 304 Claims	to	Checks	3 Total	743,401.65 Manual	Held	Total	743,401.65
FUND 355 Claims	to	Checks	1 Total	11,194.00 Manual	Held	Total	11,194.00
FUND 361 Claims	to	Checks	1 Total	17,600.00 Manual	Held	Total	17,600.00
FUND 400 Claims	to	Checks	34 Total	663,492.66 Manual	Held	Total	663,492.66
Total for all Funds		Checks	112 Total	2,214,724.84 Manual	Held	Total	2,214,724.84

Councilman Colledge made the motion to approve consent agenda items 1- 7, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 289-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-7 are hereby approved.

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

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

AYES: **Casey Vaughan**
 Adam Colledge
 Cameron George
 Richard Jackson
 Gordon Gollott
 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 June 6, 2023.

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

ORDER NUMBER 290-2023

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 May 16, 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 Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

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

ORDER NUMBER 291-2023

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 January 2023 are hereby received.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 6, 2023.

JAN 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,166,266.34
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,537,588.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,110,795.21
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$255,528.26
U S Justice Equitable Sharing	Depository Account	157-000-001	\$88,625.41
Fire Protection Fund	Depository Account	160-000-001	\$298,877.00
Tidelands Grant	Depository Account	171-000-001	\$30,449.39
Library Support Fund	Depository Account	172-000-001	\$32,650.73
Shepard State Park Fund	Depository Account	176-000-001	\$78,885.34
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	\$61,552.83
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			<u>\$9,741,879.62</u>
General Depository Reconciled Cash Balance			\$9,741,879.62

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	\$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,480,100.55
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			<u>\$3,527,663.08</u>
Enterprise Reconciled Cash Balance			\$3,523,970.13

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,412,358.56
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,502,525.62
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$242,672.84
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,502.45
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,690.51
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,590.51
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,006,734.99
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,003,108.15
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,004,216.84
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$920,523.10
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$246,716.15
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	\$4,672,629.64
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$168,362.35
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,044.41
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$932,590.05

Total Bond & Restricted Reconciled Cash Balances \$18,192,223.01

**JAN 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	JAN 2023	Balance	33.3% % to date
General Fund Revenues	11,250,849.00	3,017,061.65	8,233,787.35	26.8%
Expenditures:				
001 Legislative	265,541.00	104,446.06	161,094.94	39.3%
010 City Court	340,660.00	103,216.94	237,443.06	30.2%
021 City Manager	336,800.00	81,488.40	255,311.60	24.1%
022 Human Resources	76,928.00	22,177.79	54,750.21	28.8%
040 City Clerk	505,751.00	152,997.87	352,753.13	30.2%
060 City Attorney	160,000.00	46,240.40	113,759.60	28.9%
090 Economic Dev - Planning	521,675.00	165,122.65	356,552.35	31.6%
092 Building & General Expenses	1,321,000.00	492,828.02	828,171.98	37.3%
094 Grants & Project Admin	235,608.00	72,830.55	162,777.45	30.9%
100 Police	3,165,971.00	892,952.04	2,273,018.96	28.2%
161 Fire	3,024,807.00	949,165.20	2,075,641.80	31.3%
170 Recreation	823,599.00	235,170.00	588,429.00	28.5%
201 PW: Streets	381,300.00	38,575.47	342,724.53	10.1%
205 PW: Maintenance	393,295.00	91,601.96	301,693.04	23.2%
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	3,734,703.56	8,788,225.44	29.8%
<i>Total Operating Expenditures</i>	10,883,155.00	3,350,925.50	7,532,229.50	
<i>Total Capital Outlay Expenditures</i>	579,741.00	60,208.52	519,532.48	
<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	3,734,703.56	8,788,225.44	
<i>Personnel</i>	7,483,099.00	2,353,451.66	5,129,647.34	
<i>Supplies</i>	749,211.00	180,080.62	569,130.38	
<i>Other Services</i>	2,650,845.00	817,393.22	1,833,451.78	
<i>Capital Outlay</i>	579,741.00	60,208.52	519,532.48	
<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	3,734,703.56	8,788,225.44	

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	0.00	2,141,730.07	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	525,905.05	3,101,882.95	14.4%
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	89,783.68	4,791,826.97	1.8%
Expenditures	6,888,697.89	598,158.70	6,290,539.19	8.6%
156 SE MS METRO TASK FORCE				
Revenues	0.00	15,000.00	(15,000.00)	
Expenditures	276,395.10	36,106.93	240,288.17	13.0%
157 US Justice Equitable Sharing				
Revenues	0.00	7,227.36	(7,227.36)	
Expenditures	80,762.65	4,884.60	75,878.05	6.0%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	38,903.98	641,046.81	5.7%
171 Combined Tidelands Grant				
Revenues	824,870.30	73,247.28	751,623.02	8.8%
Expenditures	819,802.40	37,729.99	782,072.41	4.6%
172 Library Support Fund				
Revenues	126,031.00	37,847.87	88,183.13	30.0%
Expenditures	126,031.00	8,765.79	117,265.21	6.9%
176 Shepard State Park				
Revenues	241,905.00	63,046.64	178,858.36	26.0%
Expenditures	278,715.00	44,810.31	233,904.69	16.0%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	2,267.17	(2,267.17)	
Expenditures	1,500,000.00	0.00	1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	96,248.99	192,513.01	33.3%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,531.67	123.33	98.8%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	128,173.71	256,972.29	33.2%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	10,696.29	158.71	98.5%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,088.93	88,168.07	70.4%
Expenditures	298,157.00	0.00	298,157.00	
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	8,842.11	250,157.89	3.4%
Expenditures	8,142,015.35	97,950.00	8,044,065.35	1.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	1,559.96	340.04	82.1%
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	7,109.74	318,453.90	2.1%
Expenditures	5,123,657.43	113,704.50	5,009,952.93	2.2%

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % 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	22,466.50	2,416,200.00	0.9%
404 Solid Waste Fund				
Revenues	1,592,640.00	396,065.90	1,196,574.10	24.8%
Expenditures	1,605,000.00	431,352.90	1,173,647.10	26.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	1,627.63	(1,582.63)	3616.9%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	384.84	65.16	85.5%
Expenditures	0.00	0.00	0.00	

**JAN 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	JAN 2023	Balance	33.33% % to date
Utility Fund Revenues	9,100,000.00	3,069,287.22	6,030,712.78	33.7%
Administration	3,095,272.00	1,020,272.90	2,074,999.10	32.9%
Water & Sewer O & M	3,976,359.00	1,133,021.78	2,843,337.22	28.4%
Debt Service	1,065,477.00	202,097.82	863,379.18	18.9%
Transfers	1,793,564.00	244,000.00	1,549,564.00	13.6%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	2,599,392.50	7,531,279.50	25.6%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>2,128,986.72</i>	<i>4,770,644.28</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>202,097.82</i>	<i>863,379.18</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>244,000.00</i>	<i>1,549,564.00</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>2,599,392.50</i>	<i>7,531,279.50</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>166,811.76</i>	 <i>374,271.24</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>58,520.46</i>	<i>254,479.54</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>1,903,654.50</i>	<i>4,141,893.50</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>202,097.82</i>	<i>863,379.18</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>244,000.00</i>	<i>1,549,564.00</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>2,599,392.50</i>	<i>7,531,279.50</i>	

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

ORDER NUMBER 292-2023

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 April 2023 are hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 6, 2023.

APR 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,510,403.21
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,214,267.13
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,691,449.91
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$112,162.29
U S Justice Equitable Sharing	Depository Account	157-000-001	\$88,237.77
Fire Protection Fund	Depository Account	160-000-001	\$278,459.28
Tidelands Grant	Depository Account	171-000-001	\$23,168.51
Library Support Fund	Depository Account	172-000-001	\$6,483.59
Shepard State Park Fund	Depository Account	176-000-001	\$61,260.81
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	\$288,924.41
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,355,477.95
General Depository Reconciled Cash Balance			\$11,355,477.95

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	(\$159,596.13)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,071,852.91
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			\$2,959,819.31
Enterprise Reconciled Cash Balance			\$2,956,056.66

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,353,912.51
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,471,193.93
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$186,941.94
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$724,294.84
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,645.92
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,645.92
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,011,123.25
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,004,206.77
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$1,417,346.39
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,302,013.78
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,658.26
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$323.02
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,493,845.10
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$170,073.92
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,323.74
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$920,572.12
Total Bond & Restricted Reconciled Cash Balances			\$16,433,121.41

**APR 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	APR 2023	Balance	58.33% % to date
General Fund Revenues	11,250,849.00	7,794,870.84	3,455,978.16	69.2%
Expenditures:				
001 Legislative	265,541.00	166,722.92	98,818.08	62.7%
010 City Court	340,660.00	188,697.82	151,962.18	55.3%
021 City Manager	336,800.00	135,578.17	201,221.83	40.2%
022 Human Resources	76,928.00	38,871.17	38,056.83	50.5%
040 City Clerk	505,751.00	273,224.82	232,526.18	54.0%
060 City Attorney	160,000.00	82,990.40	77,009.60	51.8%
090 Economic Dev - Planning	521,675.00	281,794.99	239,880.01	54.0%
092 Building & General Expenses	1,321,000.00	657,068.17	663,931.83	49.7%
094 Grants & Project Admin	235,608.00	133,647.45	101,960.55	56.7%
100 Police	3,165,971.00	1,543,285.38	1,622,685.62	48.7%
161 Fire	3,024,807.00	1,673,050.84	1,351,756.16	55.3%
170 Recreation	823,599.00	405,295.01	418,303.99	49.2%
201 PW: Streets	381,300.00	107,440.84	273,859.16	28.1%
205 PW: Maintenance	393,295.00	175,105.91	218,189.09	44.5%
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	6,148,664.10	6,374,264.90	49.0%
<i>Total Operating Expenditures</i>	10,883,155.00	5,686,637.23	5,196,517.77	
<i>Total Capital Outlay Expenditure</i>	579,741.00	138,457.33	441,283.67	
<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	6,148,664.10	6,374,264.90	
 <i>Personnel</i>	7,483,099.00	4,224,307.77	3,258,791.23	
<i>Supplies</i>	749,211.00	295,029.87	454,181.13	
<i>Other Services</i>	2,650,845.00	1,167,299.59	1,483,545.41	
<i>Capital Outlay</i>	579,741.00	138,457.33	441,283.67	
<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	6,148,664.10	6,374,264.90	

**APR 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of APR 2023	Balance	58.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	323,320.94	1,818,409.13	15.0%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	945,250.35	2,682,537.65	26.0%
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	238,622.62	4,642,988.03	4.8%
Expenditures	6,888,697.89	805,443.69	6,083,254.20	11.6%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	209,472.90	66,922.20	75.7%
157 US Justice Equitable Sharing				
Revenues	0.00	8,939.72	(8,939.72)	
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	59,321.70	620,629.09	8.7%
171 Combined Tidelands Grant				
Revenues	824,870.30	127,865.33	697,004.97	15.5%
Expenditures	819,802.40	99,628.92	720,173.48	12.1%
172 Library Support Fund				
Revenues	126,031.00	108,159.25	17,871.75	85.8%
Expenditures	126,031.00	105,244.31	20,786.69	83.5%
176 Shepard State Park				
Revenues	241,905.00	107,487.07	134,417.93	44.4%
Expenditures	278,715.00	106,875.27	171,839.73	38.3%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	3,895.48	(3,895.48)	
Expenditures	1,500,000.00	32,960.00	1,467,040.00	2.1%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	168,397.29	120,364.71	58.3%
Expenditures	288,119.00	288,118.76	0.24	99.9%

**APR 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of APR 2023	Balance	58.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,923.64	(268.64)	102.5%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	224,353.89	160,792.11	58.2%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,207.53	(352.53)	103.2%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,147.67	88,109.33	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	465,142.79	(206,142.79)	179.5%
Expenditures	8,142,015.35	765,366.97	7,376,648.38	9.4%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	3,048.54	(1,148.54)	160.4%
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	11,364.20	314,199.44	3.4%
Expenditures	5,123,657.43	1,296,743.50	3,826,913.93	25.3%

**APR 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of APR 2023	Balance	58.33% % 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	1,040,809.06	1,397,857.44	42.6%
Expenditures	2,438,666.50	1,177,938.69	1,260,727.81	48.3%
404 Solid Waste Fund				
Revenues	1,592,640.00	947,246.68	645,393.32	59.4%
Expenditures	1,605,000.00	755,162.10	849,837.90	47.0%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	3,339.20	(3,294.20)	7420.4%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	664.17	(214.17)	147.5%
Expenditures	0.00	0.00	0.00	

**APR 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	APR 2023	Balance	58.33% % to date
Utility Fund Revenues	9,100,000.00	5,483,816.62	3,616,183.38	60.2%
Administration	3,095,272.00	1,912,626.43	1,182,645.57	61.7%
Water & Sewer O & M	3,976,359.00	2,091,628.12	1,884,730.88	52.6%
Debt Service	1,065,477.00	476,854.02	588,622.98	44.7%
Transfers	1,793,564.00	812,000.00	981,564.00	45.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	5,293,108.57	4,837,563.43	52.2%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>3,945,185.39</i>	<i>2,954,445.61</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>59,069.16</i>	<i>112,930.84</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>476,854.02</i>	<i>588,622.98</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>812,000.00</i>	<i>981,564.00</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>5,293,108.57</i>	<i>4,837,563.43</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>309,110.49</i>	 <i>231,972.51</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>131,589.23</i>	<i>181,410.77</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>3,504,485.67</i>	<i>2,541,062.33</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>59,069.16</i>	<i>112,930.84</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>476,854.02</i>	<i>588,622.98</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>812,000.00</i>	<i>981,564.00</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>5,293,108.57</i>	<i>4,837,563.43</i>	

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

ORDER NUMBER 293-2023

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 Kim Saucier will be designated as Applicant's Agent for the City of Gautier for Hurricane Zeta (4576) projects as of June 6, 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 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 Kimberly Compton Saucier 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 recommended Brenda Greco serve as applicant agent until the Grants and Projects Director position was filled. The City has filled the position with Kimberly Compton Saucier.

RECOMMENDATION:

The City Manager recommends that the new Grants and Projects Director, Kimberly Compton Saucier, 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:

Kim Compton Saucier

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: Kimberly Compton Saucier

Official Title: Grants and Projects Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext 315

Cell Phone: 228-219-8016

Email Address: ksaucier@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: City Manager

Date: _____

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: Kimberly C omptonSaucier
Agency: C ityof Gautier
Title: Grants and Projects Director
Phone: 228-497-8000 ext 315
Mailing Address: 3330 Hwy. 90
City/State/Zip: Gautier, MS 39553
Email: ksaucier@gautier-ms.gov

I, Kimberly Compton Saucier 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 _____

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

ORDER NUMBER 294-2023

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 Kim Saucier will be designated as Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of June 6, 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 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 Kimberly Compton Saucier 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 recommended Brenda Greco serve as applicant agent until the Grants and Projects Director position was filled. The City has filled the position with Kimberly Compton Saucier.

RECOMMENDATION:

The City Manager recommends that the Grants and Projects Director, Kimberly Compton Saucier, 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 _____

DATE _____

Applicant Agent:

Kimberly Compton

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-4626-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Kimberly Compton Saucier

Official Title: Grants and Projects Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext. 315

Cell Phone: 228-219-8016

Email Address: ksaucier@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: City Manager

Date: _____

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: <u>Kimberly Compton Saucier</u>
Agency: <u>City of Gautier</u>
Title: <u>Grants and Projects Director</u>
Phone: <u>228-497-8000 ext. 315</u>
Mailing Address: <u>3330 Hwy. 90</u>
City/State/Zip: <u>Gautier, MS 39553</u>
Email: <u>ksaucier@gautier-ms.gov</u>

I, Kimberly Compton Saucier 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 _____

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

ORDER NUMBER 295-2023

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 Kim Saucier will be designated as Applicant's Agent for the City of Gautier for COVID-19 (FEMA-4528-DR-MS) projects as of June 6, 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: Designation of Applicant's Agent for COVID-19 Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's COVID-19 (FEMA-4528-DR-MS) projects to Kimberly Compton Saucier 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 Kimberly Compton Saucier serve as applicant agent.

RECOMMENDATION:

The City Manager recommends that the Grants and Projects Director, Kimberly Compton Saucier, be designated as the Applicant's Agent for the City of Gautier for COVID-19 (FEMA-4528-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- 4528 -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:

Kimberly Compton Saucier

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- 4528-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Kimberly Compton Saucier

Official Title: Grants and Project Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext.315

Cell Phone: 228-219-8016

Email Address: ksaucier@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: City Manager

Date: _____

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

1. Applicant: City of Gautier 2. DUNS#: 964447817

3. Rostered in SAM (System of Award Management): ☒ Yes
☐ No

4. Physical Address Associated with DUNS#:

Street: 3330 Hwy. 90

City: Gautier

State: MS

9-Digit ZIP Code: 39553 - 5124

Country: USA

5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

6. Do you receive \$25 million or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

7. Is salary information for all top management positions available to the public on SEC.gov? ☐ Yes

☒ No

8. Does your county sub-award any grant funds received from MEMA? ☐ Yes

☒ No

I, Kimberly Compton Saucier hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

Name: Kimberly Compton Saucier

Agency/Organization: City of Gautier

Title: Grants and Projects Director

Phone: 228-219-8016

Email: ksaucier@gautier-ms.gov

For MEMA Office Use Only:

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____

MEMA Official Initials _____ Entered into FSRS.gov by _____ Date Entered _____

MEMA-FFATA 2021

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

ORDER NUMBER 296-2023

WHEREAS, the 27th Annual Cruisin' the Coast will be held October 1, 2023 through October 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; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Seymour Engineering (\$2,500), Foster's Heating & Air (\$500), and O'Reilly Auto Parts (\$500) for the City of Gautier's Cruisin' through the Decades Event to be held October 1, 2023 starting at 12:00 P.M. is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 05/30/2023
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on 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 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Gold Sponsor - \$2,500- Seymour Engineering
2. Bronze Sponsor-\$500- Foster's Air & Heating
3. Bronze Sponsor-\$500- O'Reilly Auto Parts

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

ATTACHMENTS:

1. 2023 Cruisin Sponsorships 6.6.23

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

132351

FOSTER'S AIR CONDITIONING AND HEATING, INC.

P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK WHITNEY BANK
PASCAGOULA, MISSISSIPPI

85-368/655

5/12/2023

PAY TO THE ORDER OF CITY OF GAUTIER

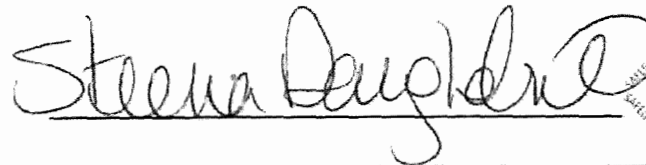
\$ **500.00

Five Hundred and 00/100*****

DOLLARS

CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P O BOX 670
GAUTIER, MS 39553

FOSTER'S AIR CONDITIONING AND HEATING, INC.




SECURITY
MICROPRINT

MP

MEMO

CRUSIN THE COAST

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

SEYMOUR ENGINEERING, PLLC

925 TOMMY MUNRO DRIVE

SUITE G

BILOXI, MS 39532

(228) 385-2350

BancorpSouth Bank

BILOXI, MS 39530

85-127/842

9485

5/17/2023

PAY TO THE
ORDER OF

CITY OF GAUTIER

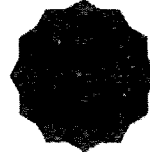
\$**2,500.00

Two Thousand Five Hundred and 00/100

DOLLARS

CITY OF GAUTIER
ATTENTION: CHASSITY BILBO
3330 HIGHWAY 90
GAUTIER, MS 39553

PROTECTED AGAINST FRAUD

*Handwritten signature*

MEMO

GOLF SPONSORSHIP - 2023 CRUISIN' THE COAS

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

9485

Date 5/10/2023 Type Bill Reference

Original Amt.
2,500.00Balance Due
2,500.00

5/17/2023

Discount

Check Amount

Payment
2,500.00
2,500.00

BCS OPER #7747 08 GOLF SPONSORSHIP - 2023 CRUISIN' THE C

2,500.00

Councilman Colledge made the motion to recess until June 20, 2023, at 6:30pm.
Councilman Elbin 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 June 20, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to Hwy 90 Sanitary Sewer and Water Lines - Singing River Mall Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall Project

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 Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the HWY 90 Sanitary Sewer and Water Lines-Singing River Mall Project; and

WHEREAS, this project will consist of the installation of water lines, sewer lines, and new manholes along HWY 90 directly South of the Singing River Mall property; and

WHEREAS, the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program to assist with the project; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall Project is hereby approved and authorized.

IT IS FURTHER ORDERED that the City Manager or City Clerk is 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 Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 2, 2023
Subject: Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program – Hwy. 90 Sanitary Sewer and Water Lines-Singing River Mall Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Hwy. 90 Sanitary Sewer and Water Lines-Singing River Mall Project.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Hwy. 90 Sanitary Sewer and Water Lines-Singing River Mall Project.

DISCUSSION:

The subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Hwy. 90 Sanitary Sewer and Water Lines-Singing River Mall Project.

The previously mentioned project consists of the installation of water lines, sewer lines, and new manholes along Highway 90 directly South of the Singing River Mall property.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Hwy. 90 Water and Sewer Lines-Singing River Mall Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENT(S):

1. Grant Agreement

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Gautier**, to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’S implementation of the project entitled “**Hwy. 90 Sanitary Sewer and Water Lines – Singing River Mall**” (the “Project”).

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 126-2-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 126-2-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of performance, progress report requirements, financial management and compliance, contractual

obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

A. *Project Cost.* The Total Project cost shall not exceed **\$1,360,995.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$605,497.75**;

ii. The LFRF received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$361,747.75**;

iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$243,750.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$150,000.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 126-2-CW-5.5** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Forty Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$243,750.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 126-2-CW-5.5** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 126-2-CW-5.5** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 126-2-CW-5.5** (Exhibit "A"). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Paula Yancey, City Manager
3330 Hwy. 90
Gautier, MS 39553
Ph: 228-219-8016
Email: pyancey@gautier-ms.gov

8. COUNTERPARTS

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

[SIGNATURES TO FOLLOW]

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

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF GAUTIER

Casey Vaughan, Mayor

Date

EXHIBIT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 126-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,360,995.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$605,497.75**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$361,747.75**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$243,750.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$150,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$54,439.82**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Five Thousand Four Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$605,497.75)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, 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, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **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.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:

April Stennett

3330 Hwy. 90

Gautier, MS 39553

Phone: (228) 219-8016

E-mail: astennett@gautier-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

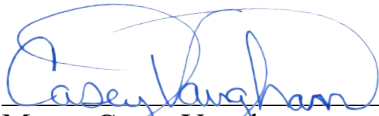


Chris Wells
Executive Director

5/18/23

Date

CITY OF GAUTIER



Mayor Casey Vaughan
Signature of Authorized Representative

Casey Vaughan
Casey Vaughan
Printed Name

Mayor
Title

May 16, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of installation of water lines, sewer lines, and manholes along Highway 90 directly South of the Singing River Mall.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;
- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:

June 20, 2023

Title:

Receive May 2023 Privilege License Reports

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive May 2023 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for May 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 **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 June 20, 2023.

	City of Gautier		
	Business Registry		
	May-23		
LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
2024-05-0008228	Big Dog Liquor Store	\$40.00	Current
2024-05-0008229	Burrito Zone	\$45.00	Current
2023-05-0008222	H&R Cabinets	\$24.00	Delinquent
2024-05-0008223	H&R Cabinets	\$20.00	Current
2024-05-0008230	Norwood Snowballs	\$20.00	Current
2024-05-0008231	Eco-Tours of South Mississippi	\$20.00	Current
2024-05-0008232	Bunny Bread (Warehouse)	\$20.00	Current
2024-05-0008233	Fur Babies Self Serve Pet Wash, LLC	\$20.00	New Business
2024-02-0008234	Mayri Taco	\$22.40	Delinquent
2024-05-0008235	On Time Mechanics Auto Service	\$20.00	Current
2024-02-0008236	Dollar General #6989	\$92.40	Delinquent
2024-04-0008237	Dollar General #18932	\$123.75	Delinquent
2024-05-0008238	A&V Cleaning	\$20.00	Current
2024-05-0008239	River Chase Village	\$150.00	Current
	All About Pets		Closed Business
2024-04-0008240	Partners In Grime Services, LLC	\$22.00	Delinquent
2024-04-0008241	Tucei's	\$38.50	Delinquent
2024-06-0008242	Audio Wave	\$20.00	Current
2024-06-0008243	Donna M. Lewis LCSW, PLLC	\$20.00	Current
2024-06-0008244	Everything Liquor	\$45.00	Current
2024-06-0008245	Handy Lock Self Storage	\$20.00	Current
2024-06-0008246	Handy Lock LLC	\$20.00	Current
2024-04-0008247	Brock Services	\$33.00	Delinquent
2024-06-0008248	G&S Construction Co.	\$20.00	Current
2024-05-0008249	D&S Marine	\$20.00	Current
2024-06-0008250	Gautier Family Dental	\$30.00	Current
2024-06-0008251	Pugh Associates of Florida, LLC	\$20.00	Current
	Luxury Donuts		Closed Business
2024-05-0008252	Vannah's	\$20.00	Current
2024-05-0008253	Redbox Automated Retail, LLC	\$45.00	Current
2024-06-0008254	Quality Aero, Inc.	\$20.00	Current
2024-06-0008255	McCabe Orthodontics, PLLC	\$30.00	Current
2024-06-0008256	Andersen-Wells, LLC	\$20.00	Current
2024-04-0008257	James M. Braly	\$22.00	Delinquent
2024-06-0008258	Jarmon & Sons Lawn & Contracting	\$20.00	Current
	TOTAL:		
	New Business	1	
	Transient Vendor	0	
	Closed Business	2	
	Delinquent Renewals Issued	8	
	Current 387	24	

New Business May 2023			
Business Name	Business Address	Business Phone	Business Description
Fur Babies Self Serve Pet Wash, LLC	1625 Hwy 90 East Suite A	228-218-7671	Self Serve Pet Wash

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Authorization to accept monetary donations for the City of Gautier's Youth Football League

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Youth Football League from Furlan's Marine for \$500.

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 Youth Football League will be start practice in mid-August and games will be from September to mid-November; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote the youth in our City and surrounding areas, with activities to enjoy; and

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

WHEREAS, the Mayor and Council Members have determined that acceptance of the attached donation is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Furlan's Marine INC (\$500) for the City of Gautier's Youth Football League is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 20, 2023.

FURLAN'S MARINE INC

06-2008

16703

PH. 228-497-7444
4359 OLD SPANISH TRAIL
GAUTIER, MS 39553

85-368/655
74

DATE 5-25-23

PAY
TO THE
ORDER OF

Sauter's Youth Football
five hundred + 00/100

\$ 500 ⁰⁰

DOLLARS

Photo
safe
Deposited
Details on back



HANCOCK
WHITNEY

FOR

Team sponsorship

Lise Furler

⑈016703⑈

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Approval of lease purchase agreement with
Cadence Bank for five (5) 2023 Ford Police
Interceptor SUV's

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval for the City of Gautier to enter into a lease purchase agreement with Cadence Bank in the amount of \$226,330.00 for five (5) 2023 Ford Explorer/Interceptor Police SUV's.

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, City Staff desires to purchase five (5) 2023 Ford Explorer/Interceptor Police SUV's via lease purchase agreement; and

WHEREAS, the purchase of these vehicles was included in this year's budget; and

WHEREAS, the City received two quotes, with Cadence Bank having the lowest interest rate of 5.59%; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby approves the lease purchase agreement with Cadence Bank for (5) 2023 Ford Explorer/Interceptor Police SUV's in the amount of \$226,330.00.

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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 06/13/2023
Subject: Approval of lease purchase agreement with Cadence Bank for five (5) 2023 Ford Police Interceptor SUV's

REQUEST:

City Council approval is requested for the City to enter into a lease purchase agreement with Cadence Bank for the amount of \$226,330.00 for five (5) 2023 Ford Police Interceptor SUV's.

BACKGROUND:

These vehicles will be purchased from Duval Ford. In accordance with this year's budget, we will be financing \$226,330 by a lease purchasing agreement from Cadence Bank for a three (3) year term at 5.59% interest rate.

DISCUSSION:

City Clerk's department received two (2) quotes for Lease to Purchase Agreements, one was from Cadence Bank for 5.59% and Community Bank for 5.86% interest rate. Hancock/Whitney stated that they were not able to make the loan at this time.

RECOMMENDATION:

Based on the interest rate of 5.59% from Cadence Bank, City staff recommends the City Council authorize the lease purchase agreement in the amount of \$226,330 for a three (3) year term.

ATTACHMENTS:



CADENCE EQUIPMENT FINANCE

6/1/2023

Sent via: sfarabee@gautier-ms.gov

City of Gautier, MS

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: Cadence Equipment Finance, a division of Cadence Bank
2. Lessee: City of Gautier, MS
3. Equipment Description: Five (5) New 2023 Ford Police Interceptor SUV's
4. Equipment Cost: \$226,330.00
5. Lease Term: 3 annual payments
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)
3 annual payments @ \$84,258.18 arrears
7. Lease Rate: 5.59%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to increase in **prime rate above 8.25%**. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million**

in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness
15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to Cadence Equipment Finance. **The proposal is subject to approval by Cadence Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 7/1/2023. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Jonathan King at 228-223-4642 or Jonathan.King@cadencebank.com.

Jonathan King

Jonathan King
Municipal Territory Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____



1 June 2023

City of Gautier
3330 US-90
Gautier, MS 39553

C/O Randall Tynes

We appreciate the information you have provided and are pleased to provide you with the following lease proposal. This proposal is subject to final credit approval and assumes use of our standard lease documentation. Unless previously extended in writing, this proposal will expire 30 days from today's date. **All pricing is net of applicable taxes.**

Lessee:	City of Gautier
Lessor:	BancLeasing, LLC™ and/or its Assigns
Base Lease Commencement:	First of the month following acceptance of the Truck(s)
Payments Due:	Annually; In Arrears
Equipment Type:	5 Police Vehicles
Equipment Cost:	\$226,330
Lease Type:	Municipal
Base Lease Term:	3 Years
Annual Payments:	\$84,454
Annual Interest Rate:	5.86%
End-of-term:	Purchase the configuration for \$1.00
Documentation Fee:	-0-
Lease Rate Adjustment:	The lease payment is fixed from the Commencement Date to the end of the initial lease term. It may be adjusted on the Commencement Date to reflect any upward change from the date of this proposal in either the Prime Rate of interest or like-term U.S. Treasuries as published in the Wall Street Journal.
Lease Accounting:	The Lessee and/or its accountants are responsible for determining Lessee's accounting treatment of any lease schedule, including lease classification and tax treatment.
Additional Terms:	This quote is subject to the Lessee designating the agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code.

Thank you for the opportunity to work with you. Please contact one of us with questions or requests for additional information. We look forward to developing a mutually beneficial relationship with you.

Randall Tynes, President
Community Bank
228.872.6752
randall.tynes@communitybank.net


Bart Shaw
Senior Account Executive
BancLeasing, LLC
214.778.1847
fbshaw@bancleasing.com

Agreed to & Accepted by

Lessee:

City of Gautier

Signature

Date

Name

Title

**CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

**June 20, 2023
Approval of an Interlocal Agreement between
the City of Gautier and Jackson County**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Approval of an Interlocal Agreement between the City of Gautier and Jackson County pertaining to the collection of City taxes by Jackson County.

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	☐
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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, Jackson County, Mississippi has approved the attached Interlocal Governmental Agreement pertaining to the collection of City taxes; and

WHEREAS, under the agreement, the County will collect ad valorem taxes for the City, including school taxes; and

WHEREAS, the City will pay the County \$3,170 monthly for the first year, \$3,840 for the second year and \$4,500 for the third year and thereafter the rate will remain constant for the subsequent years; and

WHEREAS, the Mayor and Council Members hereby find that entering this Interlocal Agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Interlocal Agreement 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 June 20, 2023.

INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN JACKSON COUNTY, MISSISSIPPI
AND THE CITY OF GAUTIER, MISSISSIPPI PROVIDING FOR THE
COLLECTION OF CITY TAXES BY JACKSON COUNTY

This agreement is entered into by Jackson County, Mississippi (the "County") and the City of Gautier, Mississippi (the "City") as of the dates shown below. This agreement supersedes all prior agreements and Amendments.

WITNESSETH:

WHEREAS, the County under the authority of Section 17-13-7, Mississippi Code of 1972, is authorized to collect the ad valorem taxes of the City; and

WHEREAS, the purpose of this agreement is to allow the County to collect ad valorem taxes for the City, including school taxes.

NOW, THEREFORE, the parties agree as follows:

1. That this contract will be in effect for an initial term of four (4) years beginning January 1, 2024, and thereafter shall be automatically renewed on a four-year basis unless terminated by one of the parties hereto. This contract may be terminated as of an annual anniversary date by either party giving the other written notice of termination at least nine (9) months prior to such anniversary date. In the event that this agreement is terminated, both parties acknowledge the difficulty of the City re-establishing its department for the collection of taxes. Therefore, the County pledges to provide applicable information to the City should such conversion be necessary.

2. The Tax Collector of the County shall assume the responsibility for the collection of all City ad valorem taxes on real, personal, and public service properties. The Tax Collector, on any tax statement he may use, will show City, School, and County taxes separately. For this collection service the City currently pays \$2,500.00 per month (\$30,000.00 annually). This amount will be increased as follows: The first year the monthly payment will be \$3,170.00, the second year the monthly payment will increase to \$3,840.00, and the third year the monthly payment will increase to \$4,500 (\$54,000.00 annually) and thereafter the rate will remain constant for the subsequent years. This rate will be guaranteed for a 12-year period (January 1, 2024 until January 1, 2036). The contract must be ratified every four years in conjunction with the election cycle for the Board of Supervisors

and the City Council. The contract amount will be distributed to the Tax Collector at 32% of \$54,000.00 and the Tax Assessor at 32% of \$54,000.00 annually beginning in 2024. The remainder of funds each year shall be retained by the County.

The Jackson County Chancery Clerk will be responsible for receiving and receipting for tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales. The Chancery Clerk shall be reimbursed \$5.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates. Said monthly rate fee and \$5.00 will be paid by the City wherein the property is located.

3. Ad valorem taxes on real, personal, and public service property shall be collected as soon as reasonably practical after October 1 of each year to ensure that operating funds are available prior to the tax delinquency date of February 1 of the subsequent calendar year. Any partial payment which the Tax Collector accepts will be divided proportionally between the parties.

4. All sums collected shall be delivered to the City on or before the 20th of the month following that in which said funds are collected.

5. The County Tax Collector shall collect all homestead exemption charge backs and all damages and interest authorized by law on City taxes, which shall be distributed within the same time limitations and in the same manner as described in the next above section.

6. The County Tax Collector will conduct land tax sales for the City at the same time and place as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law. The City will be furnished a list of all land sold for taxes on its behalf or struck off to the City within twenty (20) days after said sale. The Chancery Clerk will be responsible for receiving and receipting for tax redemption payments, notifying owners of the time for expiration of redemption, and issuing tax deeds for such tax sales.

7. Prior to settlement, the County Tax Collector will make refunds of all taxes erroneously collected for the City and will make proper adjustments to the monthly distribution reports. The City agrees to allow the County

Tax Collector credit for the list of delinquent or insolvent taxpayers properly presented to it in the same manner as prescribed by Chapter 49, Title 27, Mississippi Code of 1972.

8. The County agrees to provide the following reports:

(a) A monthly report separated by real estate, personal property, and public service showing total assessed value, total senior or disabled citizen homestead value, total regular homestead value, total regular homestead credit, total taxes collected, and total interest collected.

(b) A yearly trial balance on real estate, personal property, and public service should be furnished shortly after September 30 of each fiscal year showing assessed values, senior or disabled citizen homestead value, regular homestead value, total regular homestead credit, taxes collected, and interest collected.

(c) A detailed listing of all unpaid taxes shall be furnished with totals by real estate, personal property, and public service no later than September 30 of each year.

9. Any real and personal property acquired under the auspices of this agreement shall be distributed to the party assuming the cost of such acquisition upon termination of this agreement.

10. This agreement may be amended, modified, supplemented or revoked through such written supplemental agreements as are entered into by the City and County, subject to final approval by the Attorney General of the State of Mississippi.

11. This agreement is executed by the President of the Jackson County Board of Supervisors, on behalf of Jackson County. The City of Gautier has authorized the Mayor to execute the Agreement on its behalf.

12. This agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972.

JACKSON COUNTY, MISSISSIPPI

BY: _____
Ken Taylor, President
Jackson County Board of Supervisors

DATE: _____

ATTEST:

Josh Eldridge, Chancery Clerk
Jackson County, Mississippi

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Casey Vaughan, Mayor

DATE: _____

ATTEST:

Gautier City Clerk

AGREED AND APPROVED

Kevin Miller, Tax Collector
Jackson County, Mississippi

Nick Elmore, Tax Assessor
Jackson County, Mississippi

Josh Eldridge, Chancery Clerk
Jackson County, Mississippi

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:

June 20, 2023

Title:

**Authorization to renew the Professional
 Services Agreement with Seymour
 Engineering for General Services**

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to renew the Professional Services Agreement with Seymour Engineering for General Services

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Motion 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, Seymour Engineering has been performing professional services to the City under an expiring agreement;

WHEREAS, the services furnished by Seymour Engineering include viewing small jobs and making recommendations as to how they can be resolved by public works, which includes drainage, ditches, culverts, and water and sewer issues; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby find that entering the attached professional services agreement with Seymour Engineering for a new term is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a professional services agreement with Seymour Engineering for professional services through June 30, 2024.

IT IS FURTHER ORDERED that this work will operate through the engineering budget Mayor and Council approved on such small items.

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 June 20, 2023.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF GAUTIER AND
SEYMOUR ENGINEERING, PLLC**

The AGREEMENT made this 20th day of June 2023, by City of Gautier, hereinafter referred to as the OWNER, and Seymour Engineering, PLLC, hereinafter referred to as ENGINEER, WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS the OWNER selected ENGINEER as the City Engineer to furnish miscellaneous studies, field investigations, reports, reviews, design, construction phase and other assigned responsibilities to support the OWNER in the municipal operation of the City, hereinafter referred to as PROFESSIONAL Services; and

WHEREAS, the OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the PROFESSIONAL SERVICES.

ARTICLE I - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall perform the work under this AGREEMENT in accordance with the following:

ARTICLE II - ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have sole responsibility for and furnish all necessary labor, direct and indirect cost to perform and complete the PROFESSIONAL SERVICES which may be requested by the OWNER.

ARTICLE III - PERIOD OF SERVICES

1. The period of services shall be thru June 30, 2024.

ARTICLE IV - COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER at the Standard Hourly Rates (including reimbursable) as shown in Exhibit A attached to this AGREEMENT.
2. The ENGINEER shall submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V - LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.
2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage.

2.1 Professional errors and omissions coverage with a limit of \$1,000,000.00 per occurrence.

2.2 Workmen's Compensation and Employer's Liability Insurance and any other insurance coverage as may be required by law in the State of Mississippi.

2.3 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damage to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT. The limits of liability shall not be less than the following:

Bodily Injury	\$500,000.00 each person \$500,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence

2.4 Comprehensive General Liability:

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising out of any act, or omission to act, of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	\$300,000.00 each person \$1,000,000.00 each occurrence
Property Damage	\$500,000.00 each occurrence \$500,000.00 aggregate

2.5 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be with an insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.
4. ENGINEER agrees to indemnify owner for any and all claims, damages, legal fees and expenses incurred arising out of or caused by any acts or omissions of ENGINEERS, its agents and employees under the AGREEMENT.
5. ENGINEER shall be construed to be an independent consultant.

ARTICLE VI - CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.
2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT.

ARTICLE VII - MISCELLANEOUS

All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

This AGREEMENT (consisting of Pages 1 to 4 inclusive) together with the Exhibits identified herein the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER:
CITY OF GAUTIER

ACCEPTED FOR ENGINEER:
SEYMOUR ENGINEERING, PLLC

PAULA YANCEY, CITY MANAGER

MARK M. SEYMOUR, JR., PRESIDENT

ATTEST

ATTEST

EXHIBIT A
SEYMOUR ENGINEERING
STANDARD HOURLY RATES

PRINCIPAL ENGINEER (P.E.).....	\$175.00/HOUR
SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....	\$150.00/HOUR
ENGINEER (P.E.).....	\$140.00/HOUR
PROJECT MANAGER.....	\$125.00/HOUR
ENGINEER (E.I.T.).....	\$100.00/HOUR
ENVIRONMENTAL SCIENTIST.....	\$95.00/HOUR
SENIOR ENGINEERING TECHNICIAN.....	\$85.00/HOUR
TECHNICIAN/INSPECTOR.....	\$75.00/HOUR
DESIGN/CADD TECHNICIAN.....	\$75.00/HOUR
DRAFTSMAN (CADD).....	\$65.00/HOUR
ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN.....	\$50.00/HOUR
CLERICAL.....	\$40.00/HOUR
SURVEY TECHNICIAN (P.L.S.)	\$85.00/HOUR
PARTY CHIEF.....	\$70.00/HOUR
SURVEY ASSISTANT.....	\$60.00/HOUR
SURVEY CREW (TWO-MAN).....	\$125.00/HOUR
SURVEY CREW (THREE-MAN).....	\$145.00/HOUR
SURVEY CREW (GLOBAL POSITIONING SYSTEM).....	\$145.00/HOUR
HYDROGRAPHIC SURVEY CREW.....	\$150.00/HOUR

REIMBURSABLE

Travel, lodging, shipping and reproduction costs shall be reimbursable expenses billed to the project.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

June 20, 2023
Approval of water and sewer adjustments for June 2023 in the amount of \$9,180.29

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for June 2023 in the amount of \$9,180.29

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 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 June 2023 in the amount of \$9,180.29 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 June 20, 2023.

JUNE 2023 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
	100	400	195	130	800		REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
003-31701-000		212.20	35.00			247.20	Pool Fill
005-01701-001	50.04	74.55				124.59	Busted Pipe
011-18401-000	232.82	410.36				643.18	Busted Pipe
017-05601-002		33.11				33.11	Pool Fill
019-41301-024		16.28				16.28	Busted Pipe
021-10201-007		31.07	35.00			66.07	Pool Fill
027-24701-001		194.71	35.00			229.71	Pool Fill
027-26501-004	180.55	316.21	70.00			566.76	Busted Pipe
031-06901-000	70.21	129.68	70.00			269.89	Busted Pipe
031-08101-009	297.00	333.00	35.00			665.00	Theft of Utilities
035-05251-002		139.67				139.67	Pool Fill
035-16601-001		196.10				196.10	Pool Fill
038-26001-001	628.24	1,475.59		500.00	78.98	2,682.81	Busted Pipe
039-01801-003		203.50	35.00			238.50	Pool Fill
039-18001-003		140.60				140.60	Pool Fill
047-16801-000	109.32	156.33				265.65	Under Slab
056-15101-001		62.35				62.35	Pool Fill
059-07201-001	101.15	113.41	35.00			249.56	Theft of Utilities
065-12401-000	293.74	630.94	70.00			994.68	Busted Pipe
083-06701-003	241.15	405.52	105.00			751.67	Line in Yard
095-14601-000		41.44				41.44	Pool Fill
095-15201-001		43.57	70.00			113.57	Pool Fill
113-24401-003		66.51	35.00			101.51	Pool Fill
119-03401-001	47.77	108.88	35.00			191.65	Busted Pipe
125-19001-000		18.70				18.70	Busted Pipe
139-50701-000		130.04				130.04	Pool Fill
TOTAL	2,251.99	5,684.32	665.00	500.00	78.98	9,180.29	
COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting: June 20, 2023
Title: Authorization to acknowledge Requests for Proposals and Award Contract for Disaster Debris Removal Services

Introduced by:
Contact Person/Telephone Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of seven requests for proposals (RFPs) for Disaster Debris Removal Services; Ceres Environmental Services; Crowder Gulf; CTC Disaster Response, Inc.; D&J Enterprises, Inc.; DRC Energy Services; Phillips & Jordan; and TFR Enterprises, Inc., and award a contract to the highest scoring, Ceres Environmental Services, Inc.

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 advertised for Requests for Proposals (RFPs) for Disaster Debris Removal Services; and

WHEREAS, on or before May 8, 2023, seven (7) requests for proposals were received by the City, all of which are hereby acknowledged; and

WHEREAS, a panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering, performed a complete review of all submissions in five categories; pricing, capacity of performance, qualifications, experience and references, and recommends awarding the contract with the highest score of 8.07 to Ceres Environmental Services, Inc.; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Ceres Environmental Services, Inc.; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the recommendation of the panel of six, and the bases outlined therein, that Ceres Environmental Services, Inc., has the highest-ranking score; 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 Ceres Environmental Services, Inc., for the Disaster Debris Removal Service, 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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 12, 2023
Subject: Authorization to Acknowledge Requests for Proposals and Award Contract for Disaster Debris Removal Services

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of seven requests for proposals (RFPs) for Disaster Debris Removal Services: Ceres Environmental Services; Crowder Gulf; CTC Disaster Response, Inc.; D & J Enterprises, Inc.; DRC Energy Services; Phillips & Jordan; and TFR Enterprises, Inc., and award a contract to the highest scoring, Ceres Environmental Services, Inc.

BACKGROUND:

The request for proposal 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 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).

DISCUSSION:

Seven requests for proposals (RFPs) Ceres Environmental Services, Crowder Gulf, CTC Disaster Response, Inc., D & J Enterprises, Inc., DRC Energy Services, Phillips & Jordan, and TFR Enterprises, Inc. for this project were received on May 8, 2023, and opened on May 12, 2023. A panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering was tasked with performing a complete review of all submissions. The panel ranked each submission 1 out of 10 in five categories: Pricing, Capacity of Performance, Qualifications, Experience, and References.

The panel performed a completed review of all seven submissions and recommends awarding the contract with the highest score of 8.07 to Ceres Environmental Services, Inc.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of seven requests for proposals (RFPs) for Disaster Debris Removal Services and award a contract to the highest scoring, Ceres Environmental Services, Inc.

The City Council may:

1. Accept requests for proposals and authorize the award and execution of the contract, as presented; or

2. Reject all requests for proposals and modify the scope of the project; or
3. Reject all requests for proposals and re-advertise.

ATTACHMENT(S):

1. Scoring Tabulation

City of Gautier
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%	TOTAL 100%
MONITORING	Debris Tech	Picayune, MS	5.96	7.17	6.75	6.17	7.29	6.51
	MIMEO/Witt O'Brien's	Memphis, TN	8.13	6.17	7.33	5.96	5.75	6.98
	Thompson Consulting	Maitland, FL	7.42	8.08	8.58	8.67	7.83	8.11
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.54	8.04	7.79	7.79	7.79	8.07
	Crowder Gulf	Mobile, AL	5.21	4.75	6.21	7.25	6.21	5.83
	CTC Disaster Response, Inc.	Topeka, KS	9.08	5.42	4.71	4.21	5.71	6.11
	D & J Enterprises, Inc.	Auburn, AL	5.42	6.63	6.00	5.42	6.21	5.84
	DRC Energy Services	Metairie, LA	6.21	6.00	6.42	6.83	6.00	6.33
	Phillips & Jordan	Knoxville, TN	4.42	6.00	6.42	6.21	6.63	5.70
	TFR Enterprises, Inc.	Leander, TX	7.21	4.92	4.42	6.42	6.00	5.83
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-	-
	SLSCO	Galveston, TX	7.20	7.40	7.60	7.60	7.80	7.45
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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	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	Five references on projects within the last five years with similar scope will be evaluated.	

Signature _____

Date _____

SA
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5	6	7	5	9
	MIMEO/Witt O'Brien's	Memphis, TN	9	7	8	7	5
	Thompson Consulting	Maitland, FL	7	8	9	9	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8	8	8	8	9
	Crowder Gulf	Mobile, AL	4	3	7	9	3
	CTC Disaster Response, Inc.	Topeka, KS	9	5	4	3	8
	D & J Enterprises, Inc.	Auburn, AL	6	6	3	4	7
	DRC Energy Services	Metairie, LA	5	4	6	7	4
	Phillips & Jordan	Knoxville, TN	3	7	5	5	6
	TFR Enterprises, Inc.	Leander, TX	7	2	2	6	5
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature _____

Date _____

MS
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	7	6	6	6	8
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	7	6	8
	Thompson Consulting	Maitland, FL	7	8	9	8	9
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	10	7	7	7	9
	Crowder Gulf	Mobile, AL	7	9	9	9	9
	CTC Disaster Response, Inc.	Topeka, KS	10	7	7	7	8
	D & J Enterprises, Inc.	Auburn, AL	8	7	7	7	8
	DRC Energy Services	Metairie, LA	8	8	8	8	9
	Phillips & Jordan	Knoxville, TN	7	9	9	9	9
	TFR Enterprises, Inc.	Leander, TX	8	7	8	8	9
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	6	7	7	7	8
	SLSCO	Galveston, TX	8	7	8	8	9
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature _____

Date _____

TM
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	10	6	8	8
	MIMEO/Witt O'Brien's	Memphis, TN	10	6	10	6	6
	Thompson Consulting	Maitland, FL	8	8	8	10	10
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	10	8	8	5
	Crowder Gulf	Mobile, AL	6	5	7	9	10
	CTC Disaster Response, Inc.	Topeka, KS	10	7	5	4	4
	D & J Enterprises, Inc.	Auburn, AL	5	8	9	6	7
	DRC Energy Services	Metairie, LA	7	9	10	10	9
	Phillips & Jordan	Knoxville, TN	4	4	6	5	8
	TFR Enterprises, Inc.	Leander, TX	8	6	4	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	8	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature _____

Date _____

BY
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5.75	7	6.5	6	6.75
	MIMEO/Witt O'Brien's	Memphis, TN	7.75	6	7	5.75	5.5
	Thompson Consulting	Maitland, FL	7.5	8.5	8.5	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.75	8.25	8	8	8
	Crowder Gulf	Mobile, AL	5	4.75	6	7.25	6
	CTC Disaster Response, Inc.	Topeka, KS	8.25	5	4.5	4	5.5
	D & J Enterprises, Inc.	Auburn, AL	5	6	6	5	6
	DRC Energy Services	Metairie, LA	6	6	6	6	6
	Phillips & Jordan	Knoxville, TN	4	6	6	6	6
	TFR Enterprises, Inc.	Leander, TX	7	4.5	4	6	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL					
	SLSCO	Galveston, TX					
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

RM
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	8	6	5
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	5	5	4
	Thompson Consulting	Maitland, FL	8	8	8	7	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	7	7	8	8	8
	Crowder Gulf	Mobile, AL	4	2	2	2	3
	CTC Disaster Response, Inc.	Topeka, KS	8	3	3	3	3
	D & J Enterprises, Inc.	Auburn, AL	3	6	5	5	3
	DRC Energy Services	Metairie, LA	5	3	2	3	2
	Phillips & Jordan	Knoxville, TN	4	4	6	6	4
	TFR Enterprises, Inc.	Leander, TX	6	5	4	5	4
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	N/A	N/A	N/A	N/A	N/A
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature _____

Date _____

KCS
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	7	6	7
	MIMEO/Witt O'Brien's	Memphis, TN	8	6	7	6	6
	Thompson Consulting	Maitland, FL	7	8	9	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	8	8	8	8
	Crowder Gulf	Mobile, AL	5	5	6	7	6
	CTC Disaster Response, Inc.	Topeka, KS	9	6	5	4	6
	D & J Enterprises, Inc.	Auburn, AL	6	7	6	6	6
	DRC Energy Services	Metairie, LA	6	6	7	7	6
	Phillips & Jordan	Knoxville, TN	5	6	7	6	7
	TFR Enterprises, Inc.	Leander, TX	7	5	5	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-
	SLSCO	Galveston, TX	10	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

City of Gautier
DISASTER RFPs
Submission Requirements

							Outside of envelope	
	NAME	LOCATION	Color Original 1	Copies 9	USB Flash Drive	Sealed	Marked "Disaster Monit*/Rem*/SS"	Marked Name & mailing address
MONITORING	Debris Tech	Picayune, MS	Y	Y	Y	Y	Y	Y
	MIMEO	Memphis, TN	Y	Y	Y	Y	Y	Y
	Thompson Consulting	Maitland, FL	Y	Y	Y	Y	Y	Y
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	Y	Y	Y	Y	Y	Y
	Crowder Gulf	Mobile, AL	Y	Y	Y	Y	Y	Y
	CTC Disaster Response, Inc.	Topeka, KS	N	Y	Y	Y	Y	Y
	D & J Enterprises, Inc.	Auburn, AL	Y	Y	Y	Y	Y	Y
	DRC Energy Services	Metairie, LA	Y	Y	Y	Y	Y	Y
	Phillips & Jordan	Knoxville, TN	Y	Y	Y	Y	Y	Y
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	Y	Y	Y	Y	N	Y
	SLSCO	Galveston, TX	Y	Y	Y	Y	Y	Y
	TFR Enterprises, Inc.	Leander, TX	Y	Y	Y	Y	Y	Y

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting: June 20, 2023
Title: Authorization to acknowledge Requests for Proposals and Award Contract for Disaster Debris Monitoring Services

Introduced by:
Contact Person/Telephone Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of three requests for proposals (RFPs) for Disaster Debris Monitoring Services from Debris Tech; MIMEO/Witt O'Brien's; and Thompson Consulting, and award a contract to the highest scoring, Thompson Consulting.

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 advertised for Requests for Proposals (RFPs) for Disaster Debris Monitoring Services; and

WHEREAS, on or before May 8, 2023, three (3) requests for proposals were received by the City, all of which are hereby acknowledged; and

WHEREAS, a panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering, performed a complete review of all submissions in five categories; pricing, capacity of performance, qualifications, experience and references, and recommends awarding the contract with the highest score of 8.11 to Thompson Consulting; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Thompson Consulting; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the recommendation of the panel of six, and the bases outlined therein, that Thompson Consulting, has the highest-ranking score; 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 Thompson Consulting, for the Disaster Debris Monitoring Services, 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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 12, 2023
Subject: Authorization to Acknowledge Request for Proposals and Award Contract for Disaster Debris Monitoring Services

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of three requests for proposals (RFPs) for Disaster Debris Monitoring Services from Debris Tech; MIMEO/Witt O'Brien's; and Thompson Consulting, and award a contract to the highest scoring, Thompson Consulting.

BACKGROUND:

The request for proposal 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:

Three requests for proposals (RFPs) by Debris Tech, MIMEO/Witt O'Brien's, and Thompson Consulting for this project were received on May 8, 2023, and opened on May 12, 2023. A panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering was tasked with performing a complete review of all submissions. The panel ranked each submission 1 out of 10 in five categories: Pricing, Capacity of Performance, Qualifications, Experience, and References.

The panel performed a completed review of all three submissions and recommends awarding the contract with the highest score of 8.11 to Thompson Consulting.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three requests for proposals (RFPs) for the Disaster Debris Monitoring Services and award a contract to the highest scoring, Thompson Consulting.

The City Council may:

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

ATTACHMENT(S):

1. Scoring Tabulation

City of Gautier
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%	TOTAL 100%
MONITORING	Debris Tech	Picayune, MS	5.96	7.17	6.75	6.17	7.29	6.51
	MIMEO/Witt O'Brien's	Memphis, TN	8.13	6.17	7.33	5.96	5.75	6.98
	Thompson Consulting	Maitland, FL	7.42	8.08	8.58	8.67	7.83	8.11
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.54	8.04	7.79	7.79	7.79	8.07
	Crowder Gulf	Mobile, AL	5.21	4.75	6.21	7.25	6.21	5.83
	CTC Disaster Response, Inc.	Topeka, KS	9.08	5.42	4.71	4.21	5.71	6.11
	D & J Enterprises, Inc.	Auburn, AL	5.42	6.63	6.00	5.42	6.21	5.84
	DRC Energy Services	Metairie, LA	6.21	6.00	6.42	6.83	6.00	6.33
	Phillips & Jordan	Knoxville, TN	4.42	6.00	6.42	6.21	6.63	5.70
	TFR Enterprises, Inc.	Leander, TX	7.21	4.92	4.42	6.42	6.00	5.83
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-	-
	SLSCO	Galveston, TX	7.20	7.40	7.60	7.60	7.80	7.45
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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	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	Five references on projects within the last five years with similar scope will be evaluated.	

Signature _____

Date _____

SA
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5	6	7	5	9
	MIMEO/Witt O'Brien's	Memphis, TN	9	7	8	7	5
	Thompson Consulting	Maitland, FL	7	8	9	9	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8	8	8	8	9
	Crowder Gulf	Mobile, AL	4	3	7	9	3
	CTC Disaster Response, Inc.	Topeka, KS	9	5	4	3	8
	D & J Enterprises, Inc.	Auburn, AL	6	6	3	4	7
	DRC Energy Services	Metairie, LA	5	4	6	7	4
	Phillips & Jordan	Knoxville, TN	3	7	5	5	6
	TFR Enterprises, Inc.	Leander, TX	7	2	2	6	5
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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Date _____

MS
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	7	6	6	6	8
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	7	6	8
	Thompson Consulting	Maitland, FL	7	8	9	8	9
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	10	7	7	7	9
	Crowder Gulf	Mobile, AL	7	9	9	9	9
	CTC Disaster Response, Inc.	Topeka, KS	10	7	7	7	8
	D & J Enterprises, Inc.	Auburn, AL	8	7	7	7	8
	DRC Energy Services	Metairie, LA	8	8	8	8	9
	Phillips & Jordan	Knoxville, TN	7	9	9	9	9
	TFR Enterprises, Inc.	Leander, TX	8	7	8	8	9
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	6	7	7	7	8
	SLSCO	Galveston, TX	8	7	8	8	9
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	10	6	8	8
	MIMEO/Witt O'Brien's	Memphis, TN	10	6	10	6	6
	Thompson Consulting	Maitland, FL	8	8	8	10	10
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	10	8	8	5
	Crowder Gulf	Mobile, AL	6	5	7	9	10
	CTC Disaster Response, Inc.	Topeka, KS	10	7	5	4	4
	D & J Enterprises, Inc.	Auburn, AL	5	8	9	6	7
	DRC Energy Services	Metairie, LA	7	9	10	10	9
	Phillips & Jordan	Knoxville, TN	4	4	6	5	8
	TFR Enterprises, Inc.	Leander, TX	8	6	4	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	8	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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BY
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5.75	7	6.5	6	6.75
	MIMEO/Witt O'Brien's	Memphis, TN	7.75	6	7	5.75	5.5
	Thompson Consulting	Maitland, FL	7.5	8.5	8.5	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.75	8.25	8	8	8
	Crowder Gulf	Mobile, AL	5	4.75	6	7.25	6
	CTC Disaster Response, Inc.	Topeka, KS	8.25	5	4.5	4	5.5
	D & J Enterprises, Inc.	Auburn, AL	5	6	6	5	6
	DRC Energy Services	Metairie, LA	6	6	6	6	6
	Phillips & Jordan	Knoxville, TN	4	6	6	6	6
	TFR Enterprises, Inc.	Leander, TX	7	4.5	4	6	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL					
	SLSCO	Galveston, TX					
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

RM
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	8	6	5
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	5	5	4
	Thompson Consulting	Maitland, FL	8	8	8	7	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	7	7	8	8	8
	Crowder Gulf	Mobile, AL	4	2	2	2	3
	CTC Disaster Response, Inc.	Topeka, KS	8	3	3	3	3
	D & J Enterprises, Inc.	Auburn, AL	3	6	5	5	3
	DRC Energy Services	Metairie, LA	5	3	2	3	2
	Phillips & Jordan	Knoxville, TN	4	4	6	6	4
	TFR Enterprises, Inc.	Leander, TX	6	5	4	5	4
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	N/A	N/A	N/A	N/A	N/A
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	7	6	7
	MIMEO/Witt O'Brien's	Memphis, TN	8	6	7	6	6
	Thompson Consulting	Maitland, FL	7	8	9	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	8	8	8	8
	Crowder Gulf	Mobile, AL	5	5	6	7	6
	CTC Disaster Response, Inc.	Topeka, KS	9	6	5	4	6
	D & J Enterprises, Inc.	Auburn, AL	6	7	6	6	6
	DRC Energy Services	Metairie, LA	6	6	7	7	6
	Phillips & Jordan	Knoxville, TN	5	6	7	6	7
	TFR Enterprises, Inc.	Leander, TX	7	5	5	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-
	SLSCO	Galveston, TX	10	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

City of Gautier
DISASTER RFPs
Submission Requirements

Outside of envelope

	NAME	LOCATION	Color Original 1	Copies 9	USB Flash Drive	Sealed	Marked "Disaster Monit*/Rem*/SS"	Marked Name & mailing address
MONITORING	Debris Tech	Picayune, MS	Y	Y	Y	Y	Y	Y
	MIMEO	Memphis, TN	Y	Y	Y	Y	Y	Y
	Thompson Consulting	Maitland, FL	Y	Y	Y	Y	Y	Y
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	Y	Y	Y	Y	Y	Y
	Crowder Gulf	Mobile, AL	Y	Y	Y	Y	Y	Y
	CTC Disaster Response, Inc.	Topeka, KS	N	Y	Y	Y	Y	Y
	D & J Enterprises, Inc.	Auburn, AL	Y	Y	Y	Y	Y	Y
	DRC Energy Services	Metairie, LA	Y	Y	Y	Y	Y	Y
	Phillips & Jordan	Knoxville, TN	Y	Y	Y	Y	Y	Y
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	Y	Y	Y	Y	N	Y
	SLSCO	Galveston, TX	Y	Y	Y	Y	Y	Y
	TFR Enterprises, Inc.	Leander, TX	Y	Y	Y	Y	Y	Y

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:

June 20, 2023

Title:

**Authorization to acknowledge Requests for
Proposals and Award Contract for Disaster
Debris Response Services and Supply Firms**

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of two requests for proposals (RFPs) for Disaster Debris Response Services and Supply Firms from Integrated Solutions Consulting and SLSCO, and award a contract to the highest scoring, SLSCO.

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 advertised for Requests for Proposals (RFPs) for Disaster Debris Response Services and Supply Firms; and

WHEREAS, on or before May 8, 2023, two (2) requests for proposals were received by the City, all of which are hereby acknowledged; and

WHEREAS, a panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering, performed a complete review of all submissions in five categories; pricing, capacity of performance, qualifications, experience and references, and recommends awarding the contract with the highest score of 7.45 to SLSCO; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to SLSCO; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the recommendation of the panel of six, and the bases outlined therein, that SLSCO, has the highest-ranking score; 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 SLSCO, for the Disaster Response Services and Supply Firms, 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 June 20, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: June 12, 2023
Subject: Authorization to Acknowledge Requests for Proposals and Award Contract for Disaster Response Services and Supply Firms

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of two request for proposals (RFPs) for Disaster Response Services and Supply Firms: Integrated Solutions Consulting and SLSCO, and award a contract to the highest scoring, SLSCO.

BACKGROUND:

The request for proposal 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.

The 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:

One request for proposal (RFP) by SLSCO for this project was received on May 8, 2023, and opened on May 12, 2023. A panel of six individuals composed of Paula Yancey, City Manager; Ramona Morgan, Public Works Director; Teresa Montgomery, City Clerk; Scott Ankerson, Planning Director and Building Official, CFM; Kim Compton Saucier, Grants and Projects Director; and Mark Seymour, President of Seymour Engineering, was tasked with performing a complete review of all submissions. The panel ranked each submission 1 out of 10 in five categories: Pricing, Capacity of Performance, Qualifications, Experience, and References.

The panel performed a completed review of the one submission and recommends awarding the contract with the highest score of 7.45 to SLSCO.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of two request for proposals (RFPs) for Disaster Response Services and Supply Firms and award a contract to the highest scoring, SLSCO.

The City Council may:

1. Accept the request for proposal and authorize the award and execution of the contract, as presented; or

2. Reject all requests for proposals and modify the scope of the project; or
3. Reject all requests for proposals and re-advertise.

ATTACHMENT(S):

1. Score Tabulation

City of Gautier
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%	TOTAL 100%
MONITORING	Debris Tech	Picayune, MS	5.96	7.17	6.75	6.17	7.29	6.51
	MIMEO/Witt O'Brien's	Memphis, TN	8.13	6.17	7.33	5.96	5.75	6.98
	Thompson Consulting	Maitland, FL	7.42	8.08	8.58	8.67	7.83	8.11
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.54	8.04	7.79	7.79	7.79	8.07
	Crowder Gulf	Mobile, AL	5.21	4.75	6.21	7.25	6.21	5.83
	CTC Disaster Response, Inc.	Topeka, KS	9.08	5.42	4.71	4.21	5.71	6.11
	D & J Enterprises, Inc.	Auburn, AL	5.42	6.63	6.00	5.42	6.21	5.84
	DRC Energy Services	Metairie, LA	6.21	6.00	6.42	6.83	6.00	6.33
	Phillips & Jordan	Knoxville, TN	4.42	6.00	6.42	6.21	6.63	5.70
	TFR Enterprises, Inc.	Leander, TX	7.21	4.92	4.42	6.42	6.00	5.83
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-	-
	SLSCO	Galveston, TX	7.20	7.40	7.60	7.60	7.80	7.45
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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	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	Five references on projects within the last five years with similar scope will be evaluated.	

Signature _____

Date _____

SA
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5	6	7	5	9
	MIMEO/Witt O'Brien's	Memphis, TN	9	7	8	7	5
	Thompson Consulting	Maitland, FL	7	8	9	9	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8	8	8	8	9
	Crowder Gulf	Mobile, AL	4	3	7	9	3
	CTC Disaster Response, Inc.	Topeka, KS	9	5	4	3	8
	D & J Enterprises, Inc.	Auburn, AL	6	6	3	4	7
	DRC Energy Services	Metairie, LA	5	4	6	7	4
	Phillips & Jordan	Knoxville, TN	3	7	5	5	6
	TFR Enterprises, Inc.	Leander, TX	7	2	2	6	5
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature _____

Date _____

MS
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	7	6	6	6	8
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	7	6	8
	Thompson Consulting	Maitland, FL	7	8	9	8	9
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	10	7	7	7	9
	Crowder Gulf	Mobile, AL	7	9	9	9	9
	CTC Disaster Response, Inc.	Topeka, KS	10	7	7	7	8
	D & J Enterprises, Inc.	Auburn, AL	8	7	7	7	8
	DRC Energy Services	Metairie, LA	8	8	8	8	9
	Phillips & Jordan	Knoxville, TN	7	9	9	9	9
	TFR Enterprises, Inc.	Leander, TX	8	7	8	8	9
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	6	7	7	7	8
	SLSCO	Galveston, TX	8	7	8	8	9
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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Date _____

TM
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	10	6	8	8
	MIMEO/Witt O'Brien's	Memphis, TN	10	6	10	6	6
	Thompson Consulting	Maitland, FL	8	8	8	10	10
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	10	8	8	5
	Crowder Gulf	Mobile, AL	6	5	7	9	10
	CTC Disaster Response, Inc.	Topeka, KS	10	7	5	4	4
	D & J Enterprises, Inc.	Auburn, AL	5	8	9	6	7
	DRC Energy Services	Metairie, LA	7	9	10	10	9
	Phillips & Jordan	Knoxville, TN	4	4	6	5	8
	TFR Enterprises, Inc.	Leander, TX	8	6	4	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	0	0	0	0	0
	SLSCO	Galveston, TX	8	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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BY
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	5.75	7	6.5	6	6.75
	MIMEO/Witt O'Brien's	Memphis, TN	7.75	6	7	5.75	5.5
	Thompson Consulting	Maitland, FL	7.5	8.5	8.5	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	8.75	8.25	8	8	8
	Crowder Gulf	Mobile, AL	5	4.75	6	7.25	6
	CTC Disaster Response, Inc.	Topeka, KS	8.25	5	4.5	4	5.5
	D & J Enterprises, Inc.	Auburn, AL	5	6	6	5	6
	DRC Energy Services	Metairie, LA	6	6	6	6	6
	Phillips & Jordan	Knoxville, TN	4	6	6	6	6
	TFR Enterprises, Inc.	Leander, TX	7	4.5	4	6	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL					
	SLSCO	Galveston, TX					
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

RM
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	8	6	5
	MIMEO/Witt O'Brien's	Memphis, TN	7	6	5	5	4
	Thompson Consulting	Maitland, FL	8	8	8	7	6
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	7	7	8	8	8
	Crowder Gulf	Mobile, AL	4	2	2	2	3
	CTC Disaster Response, Inc.	Topeka, KS	8	3	3	3	3
	D & J Enterprises, Inc.	Auburn, AL	3	6	5	5	3
	DRC Energy Services	Metairie, LA	5	3	2	3	2
	Phillips & Jordan	Knoxville, TN	4	4	6	6	4
	TFR Enterprises, Inc.	Leander, TX	6	5	4	5	4
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	N/A	N/A	N/A	N/A	N/A
	SLSCO	Galveston, TX	5	5	5	5	5
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

Signature

Date

KCS
DISASTER RFPs
Scoring

	NAME	LOCATION	PRICING 30%	CAPACITY FOR PERFORMANCE 20%	QUALIFICATIONS 25%	EXPERIENCE 20%	REFERENCES 5%
MONITORING	Debris Tech	Picayune, MS	6	7	7	6	7
	MIMEO/Witt O'Brien's	Memphis, TN	8	6	7	6	6
	Thompson Consulting	Maitland, FL	7	8	9	9	8
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	9	8	8	8	8
	Crowder Gulf	Mobile, AL	5	5	6	7	6
	CTC Disaster Response, Inc.	Topeka, KS	9	6	5	4	6
	D & J Enterprises, Inc.	Auburn, AL	6	7	6	6	6
	DRC Energy Services	Metairie, LA	6	6	7	7	6
	Phillips & Jordan	Knoxville, TN	5	6	7	6	7
	TFR Enterprises, Inc.	Leander, TX	7	5	5	7	6
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	-	-	-	-	-
	SLSCO	Galveston, TX	10	10	10	10	10
Rank each submission 1 to 10 in each category.			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.	Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.	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).	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).	Five references on projects within the last five years with similar scope will be evaluated.

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Date

City of Gautier
DISASTER RFPs
Submission Requirements

							Outside of envelope	
	NAME	LOCATION	Color Original 1	Copies 9	USB Flash Drive	Sealed	Marked "Disaster Monit*/Rem*/SS"	Marked Name & mailing address
MONITORING	Debris Tech	Picayune, MS	Y	Y	Y	Y	Y	Y
	MIMEO	Memphis, TN	Y	Y	Y	Y	Y	Y
	Thompson Consulting	Maitland, FL	Y	Y	Y	Y	Y	Y
REMOVAL	Ceres Environmental Services, Inc.	Houma, LA	Y	Y	Y	Y	Y	Y
	Crowder Gulf	Mobile, AL	Y	Y	Y	Y	Y	Y
	CTC Disaster Response, Inc.	Topeka, KS	N	Y	Y	Y	Y	Y
	D & J Enterprises, Inc.	Auburn, AL	Y	Y	Y	Y	Y	Y
	DRC Energy Services	Metairie, LA	Y	Y	Y	Y	Y	Y
	Phillips & Jordan	Knoxville, TN	Y	Y	Y	Y	Y	Y
SERVICES & SUPPLIES	Integrated Solutions Consulting	Edwardsville, IL	Y	Y	Y	Y	N	Y
	SLSCO	Galveston, TX	Y	Y	Y	Y	Y	Y
	TFR Enterprises, Inc.	Leander, TX	Y	Y	Y	Y	Y	Y

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 20, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
