

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
July 5, 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. Gautier Youth Football Registration is now open for flag, tackle and cheer for ages 5-12. Contact our Gautier Recreation Athletics Department for more details.**
- 4. City of Gautier and GHS Football Staff presents the Gautier Youth Football Camp for ages 5-12/boys & girls on July 14th from 5:30pm until 8pm at Gautier High School Football Field.**
- 5. City of Gautier and GHS Baseball Staff presents the Gautier Youth Baseball Camp for ages 5-12 on July 22nd from 9am until 12pm at the Gautier High School Baseball Field.**

IV. Presentation Agenda

- 1. None**

V. Business Agenda

- 1. Authorization to acknowledge bids and award the contract for Citywide Lift Station Upgrades Project**

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

2. Consideration of an Abatement at 1237C Roy's Road, Gautier, MS

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

3. Approval of the Docket of Claims

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

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

1. Approval of Minutes from the Recessed Council Meeting held June 20, 2023.
2. Authorization to accept monetary donations for the City of Gautier's Youth Football league
3. Receive May 2023 Finance Reports
4. Approval of a Lighting Services – Standard Lease Agreement with Mississippi Power for the Town Commons Amphitheater outdoor lighting
5. Authorization to enter into Modification #1 to a Subaward Agreement with the Mississippi Department of Environmental Quality for the Citywide Lift Station Upgrades Project
6. Authorization to enter into Modification #1 to a Subaward Agreement with the Mississippi Department of Environmental Quality for the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Rd, and Valleywood Subdivisions Project

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
July 5, 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. **Gautier Youth Football Registration is now open for flag, tackle and cheer for ages 5-12. Contact our Gautier Recreation Athletics Department for more details.**
4. **City of Gautier and GHS Football Staff presents the Gautier Youth Football Camp for ages 5-12/boys & girls on July 14th from 5:30pm until 8pm at Gautier High School Football Field.**
5. **City of Gautier and GHS Baseball Staff presents the Gautier Youth Baseball Camp for ages 5-12 on July 22nd from 9am until 12pm at the Gautier High School Baseball Field.**

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 YOUTH FOOTBALL REGISTRATION



NOW OPEN
Ages 5-12

Flag, Tackle, and Cheer

VISIT: GAUTIERREC.COM TO REGISTER
COST \$70 FLAG, \$100.00 CHEER & \$90 TACKLE

MORE INFORMATION CONTACT:
Gautier Recreation athletics@gautier-ms.gov

OR CALL: (228) 497-2244



FOOTBALL & CHEERLEADING REGISTRATION

City of Gautier Football League

WHO CAN PLAY?

- 5-6 year-olds flag football
- 7-8 year-olds flag football
- 9-12 year-olds tackle football
- 5-12 year-olds cheerleading
- CO-ED FLAG FOOTBALL AGES 5-12 YEARS OLD (if enough players sign up)

HOW CAN I BECOME A COACH OR VOLUNTEER?

- Register at www.gautierrec.com
- Must pass a background check
- Must complete coach's certification (\$25)

WHAT IS PROVIDED?

Football- game pants (integrated), jersey, helmet, and shoulder pads.

Flag- shorts, jersey, and flags.

Cheerleading – vest, bloomers, skirt, and pom poms.

HOW MUCH DOES IT COST?

Football league registration fee is \$90.00/\$70.00 for flag for Gautier residents.

An additional \$20 fee will be charged for those who reside outside the City limits.

Cheerleading registration fee is \$100.00 for Gautier residents.

	June 2 nd	June 16 th	June 30 th	July 14 th	July 28 th	Aug 4 th
Football & Cheer	\$15(f)/\$17(c)	\$15(f)/\$17(c)	\$15(f)/\$17(c)	\$15(f)/\$17(c)	\$15(f)/\$17(c)	\$15(f)/\$15(c)
Flag Football	\$17.50	\$17.50	\$17.50	\$17.50		

WHEN DO THEY PLAY?

Practices begin mid-August and run through the duration of the season.

Games begin in September and are held through early November.

All games will be held on Monday night, Tuesday night, Wednesday night or Saturday unless rescheduled due to inclement weather.

HOW DO I REGISTER?

Register online at www.gautierrec.com or Gautier Parks & Recreation Mon. -Fri. 9am-3pm located at Shepard State Park 1034 Graveline Rd. (Cash or credit card accepted. Installment payments allowed online.)

WHERE DO WE PLAY?

The cities of Gautier, Pascagoula, and Ocean Springs come together to create the Jackson County Football Association. Games will be played at the following locations:

Gautier (Bacot Park): 2300 Ladnier Rd, Gautier

Ocean Springs Sports Complex: 4515 Highway 57, Ocean Springs

Pascagoula: 1910 Weaver St, Pascagoula

Practices will be held at Bacot Park or other location designated by Team Coach.

AUGUST 4TH WILL BE THE LAST DAY OF REGISTRATION

FOR MORE INFORMATION: Call Gautier Recreation at 228-497-2244 or email Raquel Bolden: athletics@gautier-ms.gov.

CITY OF GAUTIER &
GHS FOOTBALL STAFF
PRESENTS:



JULY 14TH
5:30PM-8PM

GAUTIER YOUTH FOOTBALL CAMP

FOR AGES 5-12 / BOYS & GIRLS

**GAUTIER HIGH SCHOOL
FOOTBALL FIELD
"THE SWAMP"
4307**

**GAUTIER-VANCLEVE RD.
GAUTIER, MS. 39553**

FREE

**INCLUDES CAMP
T-SHIRT**

**MORE INFORMATION CONTACT:
GAUTIER RECREATION
ATHLETICS@GAUTIER-MS.GOV
OR CALL 218-4632 OR 228-497-2244**



CITY OF GAUTIER & GHS BASEBALL STAFF
PRESENTS:

Gautier Youth BASEBALL CAMP

YOUTH AGES 5 - 12

DISCOVER YOUTH POTENTIAL SKILLS



***FREE**

JULY 22ND 9AM - 12PM

GHS BASEBALL FIELD
"THE SWAMP"
4307 Gautier-Vancleve Rd.
Gautier, Ms. 39553

MORE INFORMATION CONTACT: GAUTIER RECREATION:
CALL 228-218-4632 or 228-497-2244
Email: ATHLETICS@GAUTIER-MS.GOV

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:

July 5, 2023

Title:

Authorization to acknowledge bids and award the contract for Citywide Lift Station Upgrades Project

Introduced by:

Contact Person/Telephone

Kim Saucier 497-8000

Summary Explanation: Authorization to acknowledge receipt of four bids for the Citywide Lift Station Upgrades Project and to award the contract to the lowest and best bidder, Gottfried Contracting, LLC for the base bid of \$2,628,780 and additive alternate #1 \$480,000, in an amount not to exceed \$3,126,780.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City of Gautier has requested bids for the Citywide Lift Station Upgrades Project; and

WHEREAS, on or before May 24, 2023, four (4) bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Gottfried Contracting, LLC for the base bid of \$2,628,780 and additive alternate #1 (\$480,000), in an amount not to exceed \$3,126,780; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Gottfried Contracting, LLC, in an amount not to exceed \$3,126,780; 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 Gottfried Contracting, LLC, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Gottfried Contracting, LLC, for the Citywide Lift Station Upgrades Project (base and additive alternate #1), 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 July 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: June 27, 2023
Subject: Authorization to Acknowledge Bids and Award Contract for Citywide Lift Station Upgrades Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of four bids for the Citywide Lift Station Upgrades Project and award a contract to the lowest and best bid to Gottfried Contracting, LLC for the base bid of \$2,628,780 and additive alternate #1 \$480,000, in an amount not to exceed \$3,126,780.

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) manages this program. MDEQ produced 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 Citywide Lift Station Upgrades Project.

This project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

DISCUSSION:

Four bids for this project were received and opened on May 24, 2023. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the lowest and best bid to Gottfried Contracting, LLC for the base bid of \$2,628,780 and additive alternate #1 (demolition and rebuilding the Martin Bluff lift station) \$480,000, in an amount not to exceed \$3,126,780.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of four bids for the Citywide Lift Station Upgrades Project and award a contract to the lowest and best bid to Gottfried Contracting, LLC, in an amount not to exceed \$3,126,780.

The City Council may:

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

3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Recommendation Letter
2. Bid Tabulation



MEMORANDUM

DATE: June 14, 2023

TO: Paula Yancey, City Manager
City of Gautier

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

SUBJECT: Acceptance Recommendation of Lowest and Best Bid
Citywide Lift Station Upgrades

Please be advised that bids for this project were accepted on May 24, 2023 at Gautier City Hall. Seymour Engineering has reviewed all bids received and recommend accepting the lowest and best bid from Gottfried Contracting, LLC for the Base Bid plus Additive Alternate #1 for the amount of \$3,126,780.00.

Mississippi bid laws permit the addition of 2% to a non-resident contractors bid for the awarding process. Even with the additional 2%, Gottfried Contracting, LLC is still the low bid on the project.

Seymour Engineering has done extensive research on the recommended Contractor and proposed subcontractors and have found them to be qualified and capable of completing the work within the scope of this project. Gottfried Contracting, LLC also comes highly recommended by former clients in the State of Mississippi as well.

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

Attachments/
Certified Bid Tabulation



Project: Citywide Lift Station Upgrades
 Bid Opening: May 24, 2023 11:00 a.m., Gautier City Hall

Contractor:
 Address:
 City, State:

DNA Underground
 16101 S Swan Rd
 Gulfport, MS 39503

Gottfried Contracting, LLC
 6 Meyer Road
 Covington, LA 70435

Hudson Contracting Inc
 P.O. Box 30
 Waynesboro, MS 39367

Southern Contracting, LLC
 777 Alloy Dr
 Newbern, TN 38059

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$170,500.00	\$170,500.00	\$260,000.00	\$260,000.00	\$175,000.00	\$175,000.00	\$149,258.21	\$149,258.21
2	Traffic Control	LS	1	\$16,000.00	\$16,000.00	\$27,000.00	\$27,000.00	\$25,000.00	\$25,000.00	\$23,114.15	\$23,114.15
3	Silt Fence	LF	1500	\$7.00	\$10,500.00	\$4.00	\$6,000.00	\$3.00	\$4,500.00	\$4.28	\$6,420.00
4	Wattles	LF	250	\$12.00	\$3,000.00	\$8.00	\$2,000.00	\$8.00	\$2,000.00	\$7.34	\$1,835.00
5	Clearing & Grubbing	SY	300	\$2.00	\$600.00	\$10.00	\$3,000.00	\$20.00	\$6,000.00	\$14.68	\$4,404.00
6	Solid Sodding	SY	750	\$12.00	\$9,000.00	\$12.00	\$9,000.00	\$6.00	\$4,500.00	\$8.56	\$6,420.00
7	Tree Removal	EA	2	\$1,800.00	\$3,600.00	\$1,500.00	\$3,000.00	\$3,500.00	\$7,000.00	\$1,834.46	\$3,668.92
8	Dewatering	DAY	10	\$1,250.00	\$12,500.00	\$600.00	\$6,000.00	\$1,500.00	\$15,000.00	\$1,467.57	\$14,675.70
9	Select Fill (Class 9)	CY	500	\$17.00	\$8,500.00	\$30.00	\$15,000.00	\$15.00	\$7,500.00	\$26.91	\$13,455.00
10	Geotextile Fabric Type IV	SY	300	\$8.00	\$2,400.00	\$6.00	\$1,800.00	\$5.00	\$1,500.00	\$4.89	\$1,467.00
11	Size "610" Limestone	CY	250	\$125.00	\$31,250.00	\$100.00	\$25,000.00	\$60.00	\$15,000.00	\$183.45	\$45,862.50
12	Class "B" Concrete for Generator Pads	CY	10	\$1,400.00	\$14,000.00	\$2,100.00	\$21,000.00	\$350.00	\$3,500.00	\$2,079.05	\$20,790.50
13	Flowable Fill	CY	5	\$325.00	\$1,625.00	\$900.00	\$4,500.00	\$200.00	\$1,000.00	\$611.49	\$3,057.45
14	15" HDPE	LF	10	\$52.00	\$520.00	\$130.00	\$1,300.00	\$265.00	\$2,650.00	\$108.84	\$1,088.40
15	HDPE Pipe Collar	EA	1	\$900.00	\$900.00	\$600.00	\$600.00	\$80.00	\$80.00	\$133.30	\$133.30
16	1.5 HP Submersible Pumps	EA	2	\$10,850.00	\$21,700.00	\$9,200.00	\$18,400.00	\$12,023.00	\$24,046.00	\$10,590.93	\$21,181.86
17	3 HP Submersible Pumps	EA	8	\$11,250.00	\$90,000.00	\$9,600.00	\$76,800.00	\$12,328.00	\$98,624.00	\$10,823.29	\$86,586.32
18	5 HP Submersible Pumps	EA	18	\$12,850.00	\$231,300.00	\$11,000.00	\$198,000.00	\$14,030.00	\$252,540.00	\$12,119.64	\$218,153.52
19	7.5 HP Submersible Pumps	EA	6	\$13,700.00	\$82,200.00	\$11,600.00	\$69,600.00	\$14,818.00	\$88,908.00	\$12,718.90	\$76,313.40
20	15 HP Submersible Pumps	EA	6	\$16,300.00	\$97,800.00	\$14,000.00	\$84,000.00	\$17,830.00	\$106,980.00	\$15,011.97	\$90,071.82
21	20 HP Submersible Pumps	EA	2	\$22,750.00	\$45,500.00	\$20,000.00	\$40,000.00	\$25,585.00	\$51,170.00	\$20,918.92	\$41,837.84
22	30 HP Submersible Pumps	EA	2	\$23,250.00	\$46,500.00	\$20,500.00	\$41,000.00	\$25,985.00	\$51,970.00	\$21,218.55	\$42,437.10
23	40 HP Submersible Pumps	EA	2	\$27,350.00	\$54,700.00	\$24,000.00	\$48,000.00	\$31,465.00	\$62,930.00	\$24,887.46	\$49,774.92
24	Pump Base Elbow	EA	16	\$3,000.00	\$48,000.00	\$4,500.00	\$72,000.00	\$2,100.00	\$33,600.00	\$3,913.51	\$62,616.16
25	Rail System (2-20' Lengths) (5'-6' Wet W	EA	3	\$3,850.00	\$11,550.00	\$12,500.00	\$37,500.00	\$6,368.00	\$19,104.00	\$4,341.55	\$13,024.65
26	Check Valve (Inside Valve Box)	EA	28	\$3,500.00	\$98,000.00	\$2,900.00	\$81,200.00	\$2,900.00	\$81,200.00	\$10,968.83	\$307,127.24
27	Gate Valve (Inside Valve Box)	EA	28	\$3,200.00	\$89,600.00	\$1,200.00	\$33,600.00	\$1,816.00	\$50,848.00	\$10,362.23	\$290,142.44
28	Control Panel Stand (Incl. all necessary r	EA	11	\$13,250.00	\$145,750.00	\$12,700.00	\$139,700.00	\$15,915.00	\$175,065.00	\$10,903.42	\$119,937.62
29	Pressure Wash Wet Well/Valve Box & R	EA	23	\$3,100.00	\$71,300.00	\$2,400.00	\$55,200.00	\$3,290.00	\$75,670.00	\$1,222.97	\$28,128.31
30	New Floodlight and Pole	EA	16	\$2,200.00	\$35,200.00	\$2,000.00	\$32,000.00	\$4,033.00	\$64,528.00	\$2,080.15	\$33,282.40
31	Power Pole w/ Weatherhead & Floodligh	EA	2	\$3,700.00	\$7,400.00	\$3,600.00	\$7,200.00	\$9,640.00	\$19,280.00	\$3,595.08	\$7,190.16
32	Underground Power Feed	LF	350	\$55.00	\$19,250.00	\$52.00	\$18,200.00	\$175.00	\$61,250.00	\$52.16	\$18,256.00
33	Meter Box & Disconnect	EA	11	\$225.00	\$2,475.00	\$300.00	\$3,300.00	\$2,895.00	\$31,845.00	\$222.36	\$2,445.96
34	Power Conversion Control Panel (3 HP)	EA	3	\$43,000.00	\$129,000.00	\$40,000.00	\$120,000.00	\$35,500.00	\$106,500.00	\$27,020.32	\$81,060.96
35	Power Conversion Control Panel (5 HP)	EA	1	\$37,200.00	\$37,200.00	\$13,400.00	\$13,400.00	\$35,990.00	\$35,990.00	\$27,389.66	\$27,389.66
36	6" Bypass (Includes Valves and Flange)	EA	2	\$11,250.00	\$22,500.00	\$18,400.00	\$36,800.00	\$11,000.00	\$22,000.00	\$13,438.01	\$26,876.02
37	Valve Pit for Pump Discharge Piping/Val	EA	5	\$31,250.00	\$156,250.00	\$12,000.00	\$60,000.00	\$13,900.00	\$69,500.00	\$7,538.39	\$37,691.95
38	4" Min. Pump Discharge Piping	LF	275	\$95.00	\$26,125.00	\$235.00	\$64,625.00	\$150.00	\$41,250.00	\$336.32	\$92,488.00
39	NEMA4 Rated Electrical Junction Box (	EA	16	\$1,400.00	\$22,400.00	\$1,300.00	\$20,800.00	\$1,930.00	\$30,880.00	\$1,350.28	\$21,604.48
40	40kW Generator, w/ATS	EA	1	\$68,500.00	\$68,500.00	\$64,600.00	\$64,600.00	\$92,200.00	\$92,200.00	\$66,068.91	\$66,068.91
41	60kW Generator, w/ATS	EA	2	\$80,000.00	\$160,000.00	\$72,000.00	\$144,000.00	\$101,495.00	\$202,990.00	\$73,503.70	\$147,007.40
42	80kW Generator, w/ATS	EA	1	\$80,750.00	\$80,750.00	\$76,500.00	\$76,500.00	\$107,548.00	\$107,548.00	\$78,126.31	\$78,126.31
43	100kW Generator, w/ATS	EA	1	\$101,000.00	\$101,000.00	\$95,700.00	\$95,700.00	\$129,520.00	\$129,520.00	\$98,082.14	\$98,082.14
44	150kW Generator, w/ATS	EA	1	\$123,000.00	\$123,000.00	\$117,000.00	\$117,000.00	\$155,255.00	\$155,255.00	\$119,211.45	\$119,211.45
45	200A Generator Connection w/MTS	EA	9	\$6,000.00	\$54,000.00	\$5,600.00	\$50,400.00	\$16,775.00	\$150,975.00	\$5,747.83	\$51,730.47
46	Demo Chain Link Fence	LF	250	\$20.00	\$5,000.00	\$6.00	\$1,500.00	\$8.00	\$2,000.00	\$6.11	\$1,527.50
47	6' Chain Link Security Fence	LF	1250	\$53.00	\$66,250.00	\$46.00	\$57,500.00	\$60.00	\$75,000.00	\$47.08	\$58,850.00
48	6' Wooden Perimeter Fence	LF	285	\$50.00	\$14,250.00	\$43.00	\$12,255.00	\$55.00	\$15,675.00	\$43.60	\$12,426.00
49	Specification Section 1 Allowance	LS	1	\$200,000.00	\$200,000.00	\$240,000.00	\$240,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
50	Precast Wet Well Lid w/ New Hatch	EA	4	\$3,000.00	\$12,000.00	\$3,200.00	\$12,800.00	\$5,500.00	\$22,000.00	\$8,404.26	\$33,617.04
TOTAL BASE BID =				\$2,761,345.00		\$2,628,780.00		\$3,079,071.00		\$2,957,916.14	
Additive Alternate No. 1 (Includes All Items on Sheet C3.0-C3.2)											
A-1	Demo Existing LS (Martin Bluff Rd)	LS	1	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00	\$35,077.00	\$35,077.00
A-2	New Lift Station (Incl. Wet Well, Valve Pit, Control Panel, Piping, Appurtenances, Shoring & Dewatering)	LS	1	\$430,000.00	\$430,000.00	\$480,000.00	\$480,000.00	\$973,148.00	\$973,148.00	\$840,562.73	\$840,562.73
TOTAL ADDITIVE ALTERNATE NO. 1 =				\$445,000.00		\$498,000.00		\$1,008,148.00		\$875,639.73	
Additive Alternate No. 2 (Includes all Items on Sheets C7.0-C7.2)											
B-1	Demo Existing LS (Bucks Rd)	LS	1	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$35,000.00	\$35,000.00	\$35,395.00	\$35,395.00
B-2	New Lift Station (Incl. Wet Well, Valve Pit, Control Panel, Piping, Appurtenances, Shoring & Dewatering & New 80kW Generator)	LS	1	\$450,000.00	\$450,000.00	\$535,000.00	\$535,000.00	\$1,066,895.00	\$1,066,895.00	\$691,370.91	\$691,370.91
TOTAL ADDITIVE ALTERNATE NO. 2 =				\$465,000.00		\$553,000.00		\$1,101,895.00		\$726,765.91	

Base Bid	\$2,761,345.00	\$2,628,780.00	\$3,079,071.00	\$2,957,916.14
Base Bid + Alt 1	\$3,206,345.00	\$3,126,780.00	\$4,087,219.00	\$3,833,555.87
Base Bid + Alt 1 + Alt 2	\$3,671,345.00	\$3,679,780.00	\$5,189,114.00	\$4,560,321.78

Mathematical error were found in the bid, and the amount shown shows the corrected amount!



Prepared by:

Matt Kirkland, P.E. 15



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

Council Meeting:

July 5, 2023

Title:

Consideration of an Abatement at 1237C Roy's Road, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Consideration of an Abatement at 1237C Roy's Road, Gautier, MS
(Joseph Russell/Shellpoint Mortgage Services)**

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, after proper notice, on or about June 22, 2023, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1237C 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 1237C 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 or is not) 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 **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 July 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 06/27/2023
Subject: Consider Abatement at 1237C Roys Road, Gautier, MS (Joseph Russell/Shellpoint Mortgage Services)

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, cut, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1237C Roys Road since May 24, 2022. The owner moved to Louisiana and the property is going into foreclosure. Code enforcement confirmed the foreclosure via a phone call with the previous owner. For at least 5 months, a derelict camper was parked in the front yard of the property with two persons living in the camper. The owner confirmed via phone that the owner did not know who these people were and that he reported them to the Gautier Police Department for trespassing. There are broken windows in the house, and it appears that recently an attempt was made to kick in the front door. The grass is at least 3 feet tall. All of this took place just a couple of months after the owner abandoned the property. A code enforcement letter was mailed, and a phone call was made to the mortgage company on May 16, 2023, but no response was received. Another phone call was made, and the certified abatement notice to the mortgage company was sent on June 21, 2023.

DISCUSSION:

Both the owner and the mortgage company have been given the appropriate time to respond to and attend the abatement hearing so that they may present any objection or defense to the abatement of this property. There has been no active water account since September 26, 2022. Damage to the windows and front door occurred and vagrants moved onto the property after the owners relocated to another state. The house is unsecured and is not being protected from vagrants; the yard is not being maintained to ward off rodents. The overgrown grass has contributed to this property becoming a blighted property in the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned, cut, and secured after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

1. Pictures of Property & Posting
2. Code Case History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel-Tax Information
6. Memorandum Public Hearing Proposal

PHOTOS OF PROPERTY









**CODE CASE DETAILED REPORT CODE-004600-2023
FOR CITY OF GAUTIER**

Case Type:	Code	Project:	Opened Date:	05/02/2023
Status:	Active	District:	Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	no water since 9-26-2022/OS/living in camper	

		Address: 1237C Roys	Main	
Note	Created By	Date and Time Created		
1. water info: kimberly N. Ray. no water since 9-26-22	Patrick Fagan	5/2/2023 8:48 am		
2. pf someone is now living in a camper.	Patrick Fagan	5/2/2023 8:49 am		
3. pf. have received 2 complaints.	Patrick Fagan	5/2/2023 8:50 am		
4. property owned by Joseph Russel	Patrick Fagan	5/2/2023 10:31 am		
5. pf. affidavit signed on Ray and Russel. plea date June 5.	Patrick Fagan	5/3/2023 3:00 pm		
6. PF: Joseph Russel and Kimberly Ray, #228-249-4572, Kim's number is 228-249-0682. lives in Louisiana, said January of this year he called police to run off the squatters but they said they could not because they had animal. Said the the mortgage company is Shell Point Mortgage in South Carolina is being foreclosed	Patrick Fagan	5/9/2023 12:19 pm		
7. pf. emailed deputy chief to try to verify and request the PD tow the RV since the previous owners said they reported this last January.	Patrick Fagan	5/9/2023 12:55 pm		
8. Shellpoint Mortgage Servicing PO Box 10826 Greenville, SC 29603-0826	Patrick Fagan	5/16/2023 8:58 am		
9. Nicki Westbrook's legal name is Julia Lawson. Her maiden name is Westbrook. She just called me! She said she just needs one more week to get the camper moved. She also said she was paying David Waybright (1237B Roys Rd.) money for the power and he was letting her stay there. (But that is not his property; he is the one on the very end.) She said she did not know it was illegal until I put up my abatement sign. I have spoken to David Waybright and informed him of the violations he was committing. He went immediately and unplugged the power cord to the camper and told them they had to leave. Nicki/Julia swears to me they are not living in the camper, they are staying in the hotel at night, and that they are only using the camper to house their dog and cat.	Patrick Fagan	5/16/2023 12:45 pm		
10. Abatement notice sent to shellpoint mortgage. personal letter also sent asking them to call me. They did not return my call from two weeks ago.	Patrick Fagan	6/21/2023 9:46 am		

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 July 5, 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:

1237C 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



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

June 21, 2023

FROM: Patrick Fagan
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603-0826
cc: 1237C Roys Rd/Joseph Russell

Re: Notice of Public Hearing
1237C Roys Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1237C Roys Rd, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **July 5, 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.

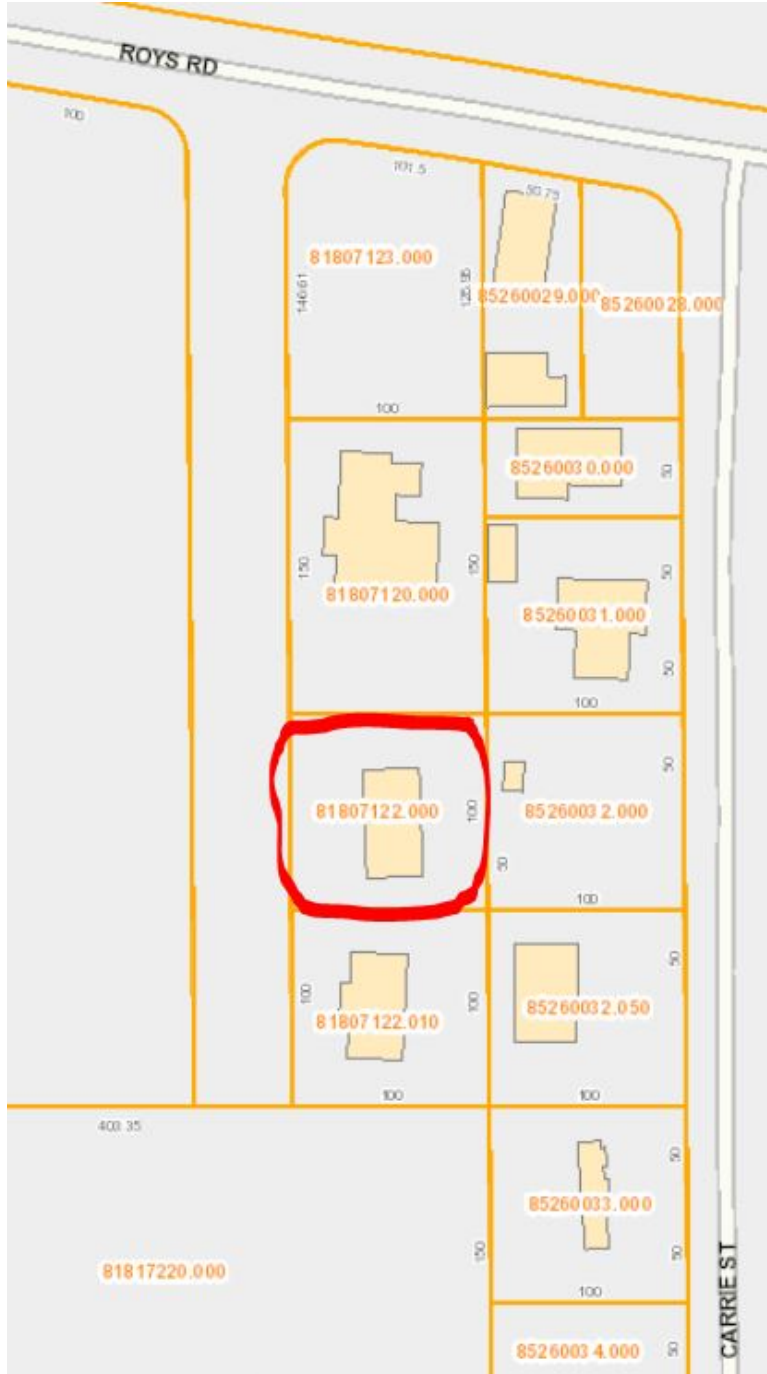
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for clearing/cleaning.

Sincerely,

Patrick Fagan

1237C ROYS ABATEMENT

Parcel, Tax, Notices



JACKSON COUNTY, MS

Current Date 6/21/2023

Tax Year 2022

Records Last Updated 6/21/2023

PROPERTY DETAIL		
OWNER	RUSSELL JOSEPH BRIAN	ACRES : .23
	1237 C ROYS RD	LAND VALUE : 5350
IMPROVEMENTS : 56210		
	GAUTIER MS 39553	TOTAL VALUE: 61560
ASSESSED : 6156		

PARCEL 81807122.000

ADDRESS 1237 ROYS

TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	184.02	184.02	0.00
CITY	264.71	264.71	0.00
SCHOOL	184.45	184.45	0.00
TOTAL	633.18	633.18	0.00

LAST PAYMENT DATE 1 / 12 / 2023

MISCELLANEOUS INFORMATION		
EXEMPT CODE	LEGAL	BEG NW COR LOT 44 DRIFTWOOD PA
HOMESTEAD CODE	REG	RK
TAX DISTRICT	3840	S/D S 100' W 100' N 100' E 10
PPIN	064443	0'
SECTION	07	TO POB DB 1761-393 (32.01 MAP
TOWNSHIP	7	76
RANGE	6	4.19-02)

Book Page

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year Sold To Redeemed Date/By
 NO TAX SALES FOUND

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

June 21, 2023

FROM: Patrick Fagan
 Code Enforcement
 City of Gautier
 3330 Hwy 90
 Gautier, MS. 39553

TO: Shellpoint Mortgage Servicing
 PO Box 10826
 Greenville, SC 29603-0826
 cc: 1237C Roys Rd/Joseph Russell

Re: Notice of Public Hearing
 1237C Roys Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1237C Roys Rd, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS, 39553 on **July 5, 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 23, Section 23-1-1.

If at the scheduled hearing, the governing body is in a condition determined to be a menace to the community, the City shall proceed to clear the property or by contract.

Additionally, the municipality may reenter the property or parcel of land and at City Hall notices are generally posted at least seven days prior to the clearing/cleaning.

PF
 CITY OF GAUTIER
 PLANNING DEPARTMENT
 3330 Highway 90
 P.O. Box 670
 Gautier, MS 39553-0670

U.S. Postal Service
 CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee \$
 Return Receipt (hardcopy) \$
 Return Receipt (electronic) \$
 Certified Mail Restricted Delivery \$
 Adult Signature Required \$
 Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent to: Shellpoint
 Street and Apt. No., or P.O. Box No. 10826
 City, State, ZIP+4® Greenville, SC 29603-0826

PS Form 3800, April 2015 PSN 7530-02-000-9001 See Reverse for Instructions

7020 0090 0000 0847 2003

Shellpoint Mortgage Servicing
 PO Box 10826
 Greenville, SC 29603-0826

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: June 22, 2023

Subject: Abatement of 1237C Roys Road (clean, cut, 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, cut, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1237C Roys Road since May 24, 2022. The owner moved to Louisiana and the property is going into foreclosure. Code enforcement confirmed the foreclosure via a phone call with the previous owner. For at least 5 months, a derelict camper was parked in the front yard of the property with two persons living in the camper. The owner confirmed via phone that the owner did not know who these people were and that he reported them to the Gautier Police Department for trespassing. There are broken windows in the house, and it appears that recently an attempt was made to kick in the front door. The grass is at least 3 feet tall. All of this took place just a couple of months after the owner abandoned the property. A code enforcement letter was mailed, and a phone call was made to the mortgage company on May 16, 2023, but no response was received. Another phone call was made, and the certified abatement notice to the mortgage company was sent on June 21, 2023.

DISCUSSION:

Both the owner and the mortgage company have been given the appropriate time to respond to and attend the abatement hearing so that they may present any objection or defense to the abatement of this property. There has been no active water account since September 26, 2022.

Damage to the windows and front door occurred and vagrants moved onto the property after the owners relocated to another state. The house is unsecured and is not being protected from vagrants; the yard is not being maintained to ward off rodents. The overgrown grass has contributed to this property becoming a blighted property in the neighborhood.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned, cut, 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-Tax Information

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

Council Meeting:

July 5, 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 July 5, 2023.

Docket of Claims
Release date from 07/05/2023 thru 07/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	232864	07/05/2023	06/21/2023			7,128.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUL 2023 MSP-COMPLETE CARE		MSP-105624	07/01/2023			6,200.00
	001-092-606	JUL 2023: MS365 EXC (83)		105705	07/01/2023			415.00
	001-092-606	JUL 2023: MS365 BUS (34)		105705	07/01/2023			459.00
	001-092-606	JUL 2023: LITIGATN HOLD (18)		105705	07/01/2023			54.00
001	VIRTUAL DOXX CORPORATION	232865	07/05/2023	06/21/2023			2,560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAINT-SUPPORT 4/1/23-3/31/24		23-0026	04/01/2023			2,560.00
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	232866	07/05/2023	06/21/2023			27,360.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-815	LOAN PMT: POLICE VEHICLES (3)		1504	06/21/2023			27,360.16
001	MAURICE E MCCLURE	232867	07/05/2023	06/21/2023			88.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	REIMB BASIC CPR CARD (5)		06192023	06/21/2023			30.00
	001-161-682	REIMB CPR AED CARD (3)		06192023	06/21/2023			58.50
001	BANCLEASING LLC	232868	07/05/2023	06/21/2023			14,042.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-810	LEASE PMT: HIDTA TRK		MS-100-1	06/21/2023			14,042.00
001	MS FIRE ACADEMY	232871	07/05/2023	06/21/2023			365.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	ROPE RESCUE: BARRAS, B		30688	06/16/2023			365.00
001	DELTA COMPUTER SYSTEMS INC	232877	07/05/2023	06/21/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUL 2023 ACCT SOFTWARE MAINT		DHLMN10004	07/01/2023			430.00
	001-092-606	JUL 2023 PRIV LIC SW MAINT		DHLMN10005	07/01/2023			175.00
	001-092-606	JUL 2023 VOTER REG SW MAINT		HRMN011678	07/01/2023			20.00
001	SPARKLIGHT	232902	07/05/2023	06/27/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JUL 2023:GARAGE #134679919		06202023	06/20/2023			127.95
001	AT&T	232904	07/05/2023	06/27/2023			35.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	06/14/2023			35.87
001	AT&T	232905	07/05/2023	06/27/2023			4,327.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	06/14/2023			4,327.64
001	GLOBALSTAR	232907	07/05/2023	06/27/2023			100.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		52433331	06/16/2023			100.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	232909	07/05/2023	06/27/2023			753.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		06152023	06/22/2023			426.87
	001-161-631	MARTIN BLUFF 58380001		06172023	06/23/2023			250.82
	001-201-629	SIGNAL LIGHTS 17546		06172023	06/23/2023			39.79
	001-092-631	CITY LIMIT SIGN 17546		06172023	06/23/2023			36.36
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	232912	07/05/2023	06/28/2023			4,166.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	FEB 2023 CLUB SUPPORT		02282023	06/27/2023			833.33
	001-170-642	MAR 2023 CLUB SUPPORT		03312023	06/27/2023			833.33
	001-170-642	APR 2023 CLUB SUPPORT		04302022	06/27/2023			833.33
	001-170-642	MAY 2023 CLUB SUPPORT		05312022	06/27/2023			833.33
	001-170-642	JUN 2023 CLUB SUPPORT		06302023	06/27/2023			833.33
001	RJ YOUNG COMPANY LLC	232915	07/05/2023	06/28/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6391534	06/22/2023			113.14
	001-161-698	ADMIN FEE		INV6391534	06/22/2023			8.00
001	RJ YOUNG COMPANY LLC	232916	07/05/2023	06/28/2023			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6379663	06/15/2023			470.88
001	RJ YOUNG COMPANY LLC	232917	07/05/2023	06/28/2023			204.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6384466	06/19/2023			196.74
	001-100-699	ADMIN FEE		INV6384466	06/19/2023			8.00
001	RJ YOUNG COMPANY LLC	232918	07/05/2023	06/28/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6372349	06/09/2023			38.00
	001-100-699	RICOH IM C2500:BASE FEE		INV6372349	06/09/2023			37.55
001	FUELMAN	232920	07/05/2023	06/28/2023			4,082.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64577439	06/19/2023			164.53
	001-100-525	UNL FUEL		NP64577439	06/19/2023			3,019.52
	001-161-525	UNL&DSL FUEL		NP64577439	06/19/2023			505.59
	001-170-525	UNL FUEL		NP64577439	06/19/2023			330.75
	001-205-525	DSL FUEL		NP64577439	06/19/2023			62.06
001	FUELMAN	232922	07/05/2023	06/28/2023			4,907.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64601116	06/26/2023			119.25
	001-092-525	UNL FUEL		NP64601116	06/26/2023			29.72
	001-100-525	UNL FUEL		NP64601116	06/26/2023			4,064.45
	001-161-525	UNL&DSL FUEL		NP64601116	06/26/2023			404.14
	001-170-525	UNL FUEL		NP64601116	06/26/2023			290.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	232924	07/05/2023	06/28/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2023:CFD #122024086		06232023	06/23/2023			95.41
001	SPARKLIGHT	232925	07/05/2023	06/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2023:NFD #122024383		06232023	06/23/2023			85.46
001	SPARKLIGHT	232926	07/05/2023	06/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUL 2023:SFD #122025091		06232023	06/23/2023			85.46
001	SPARKLIGHT	232927	07/05/2023	06/28/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUL 2023:BACOT #135939403		06232023	06/23/2023			230.88
001	CATALIS COURTS AND LAND RECORDS LLC	232930	07/05/2023	06/28/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JUN 2023 COURT SUPPORT		INV4328420	06/19/2023			1,495.00
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	232931	07/05/2023	06/28/2023			537.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3317608689	06/20/2023			537.54
001	M & E FEED & SEED	232932	07/05/2023	06/28/2023			186.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (3)		747906	06/01/2023			186.00
001	STEINER SAW & MOWER	232933	07/05/2023	06/28/2023			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	COIL: STIHL CHAINSAW		893960	06/20/2023			80.00
001	ACTION PRINTING CENTER INC	232939	07/05/2023	06/29/2023			251.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-620	EVIDENCE LABELS 4X6 (1000)		1822	06/19/2023	230877		251.77
001	MS FIRE ACADEMY	232940	07/05/2023	06/29/2023			40.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT: EDWARDS, SEDRICK		30700	06/21/2023	230780		20.00
	001-161-681	MSTAT: DANIELS, CLINT		30700	06/21/2023	230780		20.00
001	DOUBLE R GAUTIER LLC	232944	07/05/2023	06/29/2023			559.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	NIAGRA WATER (84)		061459	06/21/2023	230954		280.00
	001-170-559	NIAGRA WATER (84)		059596	06/14/2023	230944		279.72
001	STAPLES BUSINESS ADVANTAGE DEPT	232945	07/05/2023	06/29/2023			588.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	REMAN HP952 3/PK (3)		3540058745	06/09/2023	230933		165.57
	001-090-500	AVERY BUSINESS CARD 160/PK		3540058746	06/09/2023	230933		17.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232945	07/05/2023	06/29/2023			588.59	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	CORK BULLETIN BOARD 11X17	3540058746	06/09/2023	230933		15.09	
	001-090-500	CS COPY PAPER 8.5X11 (2)	3540058746	06/09/2023	230933		88.98	
	001-090-500	POST-IT FLAGS ASRT 140/PK	3540058746	06/09/2023	230933		4.54	
	001-090-500	STICKY NOTE 3X3 ASRT 12/PK	3540058746	06/09/2023	230933		8.43	
	001-090-500	REMAN HP952XL BLK (2)	3540058746	06/09/2023	230933		78.82	
	001-090-500	HP65XL BLK/65 TRI-CLR 2/PK	3540058746	06/09/2023	230933		50.89	
	001-090-500	REMAN HP305A MAGENTA (2)	3540349784	06/14/2023	230933		158.28	
001	CUPIT SIGNS OF MISSISSIPPI INC	232948	07/05/2023	06/29/2023			329.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	METAL SIGN: POLICE (10)	35615B	06/19/2023	230945		160.00	
	001-100-559	METAL SIGN: COURT (5)	35615B	06/19/2023	230945		95.00	
	001-100-559	METAL SIGN: COURT (3)	35615B	06/19/2023	230945		74.97	
001	SOLAR CONTROL INC	232949	07/05/2023	06/29/2023			900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-702	WINDOW TINT/STRIP: U 11961	061223	06/20/2023	230940		150.00	
	001-100-702	WINDOW TINT/STRIP: U 12079	061223	06/20/2023	230940		150.00	
	001-100-702	WINDOW TINT/STRIP: U 12075	061223	06/20/2023	230940		150.00	
	001-100-702	WINDOW TINT/STRIP: U 11975	061223	06/20/2023	230940		150.00	
	001-100-702	WINDOW TINT/STRIP: U 11862	061223	06/20/2023	230940		150.00	
	001-100-702	WINDOW TINT/STRIP: U 11816	061223	06/20/2023	230940		150.00	
001	MUNICIPAL EMERGENCY SERVICES INC	232950	07/05/2023	06/29/2023			662.44	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	TAC POLO(2);PANT(2): HANCOCK	IN1889905	06/13/2023	230737		173.95	
	001-161-535	PANT(2);APEX PANT(2): LATCH	IN1890136	06/14/2023	230737		224.59	
	001-161-535	APEX SHORT(2): LATCH	IN1891359	06/16/2023	230737		124.95	
	001-161-535	APEX PANT(2): ODOM	IN1891360	06/16/2023	230737		138.95	
001	WESCO GAS AND WELDING SUPPLY INC	232951	07/05/2023	06/29/2023			984.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	POWER MIG 140MP WELDER MACHINE	2001330360	06/21/2023	230783		984.03	
001	INDUSTRIAL PLASTIC VALVES COMPANY	232952	07/05/2023	06/29/2023			314.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	2/23-24 VDC SOLENOID (2)	23-25494	06/12/2023	230939		276.14	
	001-170-634	SHIPPING: SPLASH PAD	23-25494	06/12/2023	230939		38.85	
001	AMAZON CAPITAL SERVICE	232953	07/05/2023	06/29/2023			282.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	14X8.5 MINUTE PAPER 100CT (2)	1XWL97GTH6	06/15/2023	230943		196.92	
	001-161-575	FIRE INCIDENT SFTY OFCR BOOK	1VG7WGYKGN	06/10/2023	230935		85.99	
001	STEINER SAW & MOWER	232955	07/05/2023	06/29/2023			289.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	BG 86 LEAF BLOWER	218196	06/13/2023	230942		289.99	

Docket of Claims
Release date from 07/05/2023 thru 07/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA INC	232956	07/05/2023	06/29/2023			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	4RE HD DVR GEN2 200GB HDD		8281652386	06/19/2023	230874		2,500.00
FUND TOTAL	1 Claims	to	Checks	39 Total	82,043.80 Manual	Held		Total 82,043.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GRAND VIEW SECURITY LLC	232960	07/05/2023	06/29/2023			13,293.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	LABOR: SSP GATE & SECURITY		08124745-2	06/29/2023	221366		10,000.00
	171-176-779	UNDERGROUND BORING: FINAL		08124745-2	06/29/2023	221366		3,293.45
FUND TOTAL 171 Claims	to	Checks	1 Total	13,293.45	Manual	Held	Total	13,293.45

Docket of Claims
Release date from 07/05/2023 thru 07/05/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	COCA COLA BOTTLING CO UNITED INC	232872	07/05/2023	06/21/2023			52.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z SPORTS DRINK (2)		3 6124788064	06/16/2023			52.00
176	SPARKLIGHT	232903	07/05/2023	06/27/2023			256.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUL 2023:SSP INET#132698937		06202023	06/20/2023			256.89
176	AT&T	232906	07/05/2023	06/27/2023			685.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284972244	06/14/2023			685.98
176	SPARKLIGHT	232928	07/05/2023	06/28/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUL 2023:SSP #136075116		06232023	06/23/2023			127.95
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	232946	07/05/2023	06/29/2023			116.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	LOGITECH MK345 WRLS COMBO		3540428443	06/15/2023	230946		37.82
	176-170-500	SHARPIE UF TIP RED 12PK		3540428443	06/15/2023	230946		8.28
	176-170-500	POST-ITS 1-3/8X1-7/8 24PK		3540428443	06/15/2023	230946		9.95
	176-170-500	POST-IT POP UPS 3X3 18PK		3540428443	06/15/2023	230946		30.49
	176-170-500	PILOT PRECISE XF 5PK ASRT		3540428443	06/15/2023	230946		10.39
	176-170-500	LOGITECH LE WRLS MOUSE		3540428445	06/15/2023	230946		19.99
176	J H WRIGHT & ASSOCIATES INC	232957	07/05/2023	06/29/2023			2,190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	ELEC CONTACTOR: SSP BATH HSE		452574	06/14/2023	230936		125.00
	176-170-635	ELEC OVERLOAD: SSPP BATH HSE		452574	06/14/2023	230936		90.00
	176-170-702	KEEN KHHG2-2301 GRINDER PUMP		452841	06/23/2023	230959		1,900.00
	176-170-702	CAP KIT: SSP BATH HOUSE		452841	06/23/2023	230959		75.00
FUND TOTAL 176 Claims	to	Checks	6 Total	3,429.74 Manual		Held	Total	3,429.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
255	THE PEOPLES BANK	232869	07/05/2023	06/21/2023			470,816.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	255-680-812	PRN: GO REF BOND S2020		3322	05/23/2023			439,000.00
	255-680-813	INT: GO REF BOND S2020		3322	05/23/2023			29,566.25
	255-680-803	ANNUAL ADMIN FEE GAUTGORF20		3322	05/23/2023			2,250.00
FUND TOTAL 255 Claims	to	Checks	1 Total	470,816.25	Manual	Held	Total	470,816.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	232874	07/05/2023	06/21/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUL 2023: 2018 BOND DS		07012023	07/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	232875	07/05/2023	06/21/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUL 2023: 2019 BOND DS		07012023	07/01/2023			32,000.00
400	COG DEPOSITORY ACCOUNT	232885	07/05/2023	06/21/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		06092023	06/09/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		06092023	06/09/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		06092023	06/09/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		06092023	06/09/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		06092023	06/09/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		06092023	06/09/2023			9,665.99
400	ANSER	232908	07/05/2023	06/27/2023			595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:6/7-7/4		277-060723	06/07/2023			585.00
	400-650-698	PAPER INVOICE FEE		277-060723	06/07/2023			10.00
400	SINGING RIVER ELECTRIC COOPERATIVE	232910	07/05/2023	06/27/2023			2,880.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		06152023	06/22/2023			31.04
	400-651-631	LIFT STATIONS 20649		06152026	06/22/2023			965.23
	400-651-631	LIFT STATIONS 28779		06152023	06/22/2023			88.78
	400-651-631	SCHOONER WELL 20688		06112023	06/19/2023			1,586.69
	400-651-631	LIFT STATIONS 20688		06112023	06/19/2023			208.79
400	SINGING RIVER ELECTRIC COOPERATIVE	232911	07/05/2023	06/27/2023			5,608.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		06172023	06/23/2023			71.83
	400-651-631	LIFT STATIONS 89702001		06172023	06/23/2023			30.00
	400-651-631	LIFT STATIONS 17881		06172023	06/23/2023			2,624.58
	400-651-631	WATER WELLS 17881		06172023	06/23/2023			2,882.29
400	AT&T	232913	07/05/2023	06/28/2023			298.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	06/14/2023			298.63
400	RJ YOUNG COMPANY LLC	232914	07/05/2023	06/28/2023			221.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV6379664	06/15/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6379664	06/15/2023			9.99
	400-650-698	IM C4500 USAGE:COLOR		INV6379664	06/15/2023			44.91

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	232919	07/05/2023	06/28/2023			207.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE (MAR)		INV6229205	03/15/2023			166.49
	400-650-698	IM CA500 USAGE:COLOR		INV6229205	03/15/2023			30.84
	400-650-698	IM C4500 USAGE:B/W		INV6229205	03/15/2023			9.75
400	FUELMAN	232921	07/05/2023	06/28/2023			154.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64577439	06/19/2023			154.99
400	FUELMAN	232923	07/05/2023	06/28/2023			363.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64601116	06/26/2023			363.08
400	SPARKLIGHT	232929	07/05/2023	06/28/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2023:UTLY #107663106		06232023	06/23/2023			106.55
400	FOSTERS A/C & HEATING INC	232934	07/05/2023	06/28/2023			158.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	SERVICE CALL: CLOGGED DRAIN		W1128750	06/16/2023			158.00
400	JACKSON COUNTY UTILITY AUTHORITY	232935	07/05/2023	06/28/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUL 2023 TREATMENT CHGS		2199	07/01/2023			238,372.00
400	MISSION COMMUNICATIONS LLC	232936	07/05/2023	06/28/2023			347.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: MGCCC LIFT STN		1072310	01/16/2023			347.40
400	SOUTHERN PIPE & SUPPLY CO INC	232941	07/05/2023	06/29/2023			1,473.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PT BLUE CEMENT 30893 (14)		8060872-00	06/07/2023	230906		165.90
	400-651-581	PT PURPLE PRMR/CLNR 30796 (14)		8060872-00	06/07/2023	230906		151.48
	400-651-581	1/2" BLU THRD SEAL TAPE (14)		8060872-00	06/07/2023	230906		60.62
	400-651-581	C44-33G-NL 3/4 GJXGJ COUP (14)		8060872-00	06/07/2023	230906		404.04
	400-651-581	3/4 S40 PVC MALE ADAPTER (24)		8014732-00	06/06/2023	230862		23.52
	400-651-581	3/4 S40 PVC FEMALE ADPTR (24)		8014732-00	06/06/2023	230862		33.36
	400-651-581	PT RECTORSEAL #5 25431 (14)		8060872-01	06/14/2023	230906		351.68
	400-651-581	2 S40 PVC MIPXS ADAPTER (14)		8060872-01	06/14/2023	230906		34.44
	400-651-581	2 PVC COMPRSSN COUP 1200 (14)		8060872-01	06/14/2023	230906		97.30
	400-651-581	4" S40 PVC SXS DEEP COUP (14)		8060872-01	06/14/2023	230906		151.62
400	MICRO METHODS INC	232942	07/05/2023	06/29/2023			70.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	SUSPENDED SOLIDS DMR REPORT		2306370186	06/26/2023	230956		70.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST CHLORINATOR & PUMP CO INC	232943	07/05/2023	06/29/2023			132.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	SS LIQ FILL PRESSURE GAUGE(6)		76002	06/27/2023	230962		132.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	232947	07/05/2023	06/29/2023			383.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	AVERY 5160 LABEL (3000)		3540514569	06/16/2023	230949		31.62
	400-650-500	LEXMARK 51B1000 TONER CART		3540514569	06/16/2023	230949		80.40
	400-650-500	CS 8.5X11 COPY PAPER (6)		3540514569	06/16/2023	230949		266.94
	400-650-500	SORTKWIK 3/PK		3540514569	06/16/2023	230949		4.67
400	AMAZON CAPITAL SERVICE	232954	07/05/2023	06/29/2023			76.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	SECURITY PEN REFILL 12/PK (2)		13WKR3TVF1	06/17/2023	230950		30.40
	400-650-500	DUAL MONITOR STAND RISER		13WKR3TVF1	06/17/2023	230950		29.99
	400-650-500	MONITOR MEMO BOARD (2)		13WKR3TVF1	06/17/2023	230950		15.96
FUND TOTAL 400 Claims	to	Checks	20 Total	350,876.40 Manual		Held		Total 350,876.40

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	82,043.80 Manual	Held	Total	82,043.80
FUND 171 Claims	to	Checks	1 Total	13,293.45 Manual	Held	Total	13,293.45
FUND 176 Claims	to	Checks	6 Total	3,429.74 Manual	Held	Total	3,429.74
FUND 255 Claims	to	Checks	1 Total	470,816.25 Manual	Held	Total	470,816.25
FUND 400 Claims	to	Checks	20 Total	350,876.40 Manual	Held	Total	350,876.40

Total for all Funds		Checks	67 Total	920,459.64 Manual	Held	Total	920,459.64

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

July 5, 2023

Title:

**Approval of Minutes from the Recessed Council Meeting
held June 20, 2023**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held June 20, 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 20, 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 July 5, 2023.

**Tuesday
June 20, 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 20, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

- 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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

8. Approval of the Docket of Claims

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

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

1. Approval of Minutes from 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 at 6:30pm

www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda, as presented. Councilman Jackson seconded the motion. The vote was 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. 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.

Presentation

None



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**

Councilman Colledge made the motion to approve the Task Order 7 relating to the Professional Services Agreement with Seymour Engineering for the Town Commons Park Phase II, as presented, in an amount not to exceed \$372,250.00. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 297-2023

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

Councilman Colledge made the motion to approve Task Order #5 (Rate Study), as presented, to the General Services Agreement between Waggoner Engineering, Inc. and the City of Gautier in an amount not to exceed \$15,000. 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 298-2023

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, not to exceed \$15,000, 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 **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 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. Basso

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.

Councilman Colledge made the motion to authorize the receipt of one bid for the Town Commons Park Phase II Amphitheater Great Lawn, as presented, 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. 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 299-2023

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 **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 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



Civil Engineers & Professional Land Surveyors

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: 4. [Signature]

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

Councilman Gollott made the motion to approve a special exception, as presented, 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 located at 1404 Park Drive, Gautier, MS. Councilman George seconded the motion.

Councilman Colledge made a motion to amend the original motion to prohibit recreational vehicles to remain on the subject's property overnight. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to amend the revised motion to have the special exception expire after three (3) years unless a permit to construct a primary structure is pulled. Councilman Gollott seconded the motion. All council members voted in favor of the admendment, except for Councilman Anderson who voted against..

A vote was called on the original motion, as amended, and the motion carried unanimously.

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

ORDER NUMBER 300-2023

**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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will be injurious to the neighborhood or the general welfare; and

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

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

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

- Prohibit recreational vehicles to remain on property overnight
- Special exception will expire in three years unless a permit to construct a primary structure is pulled

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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): 8800 STARLING ROAD, VANCOUVER, MS 39565

Email Address: LIPSCOMB-D@BELLSouth.NET

Phone: 668-826-1854 Cell Phone: 668-326-4564

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: [Signature]

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' x 28'

PROD AssessPro/JET - Version: 5.4.7 - Database Version: 5.4.7 - Welcome AVA

Lookup by Criteria Edit Navigate Tools Settings New Construction Mobile

2023 Acct: 99899 Streets: PARKDR City: GAUTIER Owner: LIPSCOMB DAVID A User Acct: 871.12-03-0129...

Closed: ID: 87110396.000 #: 1404 Show: All All Primary Bldg:

Year: 15 TE Amount: 15 Location: 6 Owner: 6 Misc:

Add Delete Modify Calc Print A - Active Bldg: Of Activity Transfers Print Current

In Proc Appr: \$28,430 In Proc Assd: \$4,265 Roll Appr: \$28,430 Roll Assd: \$4,265 LUC: CLS2 - Cl... Bldg: Total SF: 0 Ratio: 1.00

Real Estate Account Detail Owners Transfers Legal Exemptions Land Notes Activity Document Links Locations LookupGrid

Account Information

Property ID: 99899
GSP: 871.12-03-0129.00
Property LUC: CLS2 - Class II
Primary Juris: 1150 - UTILITY BUILDING
Assessed Size: 24302.00000
District Group: 3840 - GAUTIER CITY
Council District: 8

Closed Locked
Account Type: R - Real Estate
Imp/Vac/YL: Yard Items - Yard Items
Neighborhood: 117 - Nhd 117
Market Area:
Unit Type: SF - Square Ft
District Code: 3840 - GAUTIER CITY SOUTH, CB - Gau...
Appraisal Area:

Sales Information
Legal Ref: 2082-314
Date: 7/26/2022
Grantor: RICE MICHAEL J
Validity: 2
LUC: CLS2
Legal Ref: 1736-725
Date: 1/31/2014
Grantor:
Validity: 2
LUC:

Picture
No image data

Location (1 of 1)
1404 PARKDR
GAUTIER, MS

Owner (1 of 1)
LIPSCOMB DAVID A
2800 STARLING RD
VAN CLEAVE, MS 39565

Valuation Information
Appraised: In Process
Min Adj Cost
Calc Area: 0.55790
Total Land: \$26,170
Ag Credit:
Land: \$26,170
Building:
Yard: \$2,260
Mid Total: \$28,430
Total: \$28,430
Assessed:
Land: \$3,926
Building:
Yard: \$339
Total: \$4,265
Limited Total: \$4,265
Limited Taxable: \$4,265

Associated Parcels
Owned By: LIPSCOMB DAVID A
87110404.000 RE

Narrative
This parcel contains 24,302.000 SF of land mainly classified as Class II.

Legal Description
LOT 162 SEACLIFFE S/D 3RD ADD DB 2082-314 (129 MAP 871.12-03)

Record 1 of 1

Personal Property
Account Detail
Activity
Appeals
Buildings
Calc History
Comp Sales
Condo Detail
Contacts
District Inquiry
Districts
Document Links
Exemption Appl...
Exemption Desi...
Exemptions
Homestead Inv...
Inc Actual
Inc Approach
Land
Legal
Locations
Lookup Grid
Mobile Homes
My Images
My Tasks
Notes
Other Assmt
Other Assmt/ ...
Owners
Permits
Prev Values
Reval Detail
Revisions

Real Estate
Descriptive Tables
Calculation Tables
Utilities
Processor

Open User: AVA Server: s24/99589 Database: Assess50/Jackson

1404 Park Dr, Gautier, MS 39553-7520, Jackson County
APN: 8-71-10-396.000 CLIP: 9339762697

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

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

PROD AssessPro.NET - Version: 5.4.7 - Database Version: 5.4.7 - Welcome AVA

Lookup by Criteria Edit Navigate Tools Settings New Construction Mobile

2023 Acct: 87110404.000 Street: PARK DR City: GAUTIER Owner: LIPSCOMB DAVID A User Acct: 871.12-03-0128...

Closed: ☒ ID: 87110404.000 Show: All All Primary Edge

Add Delete Modify Calc Print A - Active Bldg: Of Activity Transfers Print Current

In Proc Appr: \$35,070 In Proc Asst: \$5,261 Roll Appr: \$35,070 Roll Asst: \$5,261 LUC: CLS2 - Class II Bldg: Total SF: 0 Ratio: 1.00

Real Estate Account Detail Owners Transfers Legal Exemptions Land Notes Activity Document Links Locations Lookup Grid

Account Information

PIDN: 87110404.000	Closed	Locked
Property ID: 99909	Account Types: R - Real Estate	
GSP: 871.12-03-0128.00	Imp/Vac/TL: Vacant - Vacant	
Property LUC: CLS2 - Class II	Neighborhood: 117 - Nhd 117	
Primary Juris: 1150 - UTILITY BUILDING	Market Area:	
Assessed Size: 43141.00000	Unit Types: SF - Square Ft	
District Group: 3840 - GAUTIER CITY	District Code: 3840 - GAUTIER CITY SOUTH, CR - Gau...	
Council District: 8	Appraisal Area:	

Location (1 of 1) Owner (1 of 1)

PARK DR
GAUTIER, MS

LIPSCOMB DAVID A
2800 STARLING RD
VANCELEAVE, MS 39565

Associated Parcels

Owned By: LIPSCOMB DAVID A

87110396.000 RE

Narrative

This parcel contains 43,141.000 SF of land mainly classified as Class II.

Legal Description

PARK AREA S OF LOT 162 3RD ADD TO SEADUFFE S/D P8 9-51 DB 2022-314 (128 MAP871.12-03)

Sales Information

Legal Ref: 2022-314	Sold As Vacant: ☐
Date: 7/26/2022	Price: \$100,000
Grantor: RICE MICHAEL J	
Validity: C	LUC: CLS2

Legal Ref: 1779-185

Sold As Vacant: ☒

Date: 4/23/2015

Price: \$45,000

Grantor:

Validity: 2

LUC:

Valuation Information

Appraised: In Process	Last 2022 - Tied
Mkt Adj Cost	Mkt Adj Cost
Calc Area: 0.99038	0.99038
Total Land: \$35,070	\$35,070
Ag Credit:	
Land: \$35,070	\$35,070
Building:	
Yard:	
Mkt Total: \$35,070	\$35,070
Total: \$35,070	\$35,070

Assessed:

Land: \$5,261	\$5,261
Building:	
Yard:	
Total: \$5,261	\$5,261
Limited Total: \$5,261	
Limited Taxable: \$5,261	

Record 1 of 1

Open User: AVA Server: 624-99522 Database: Assess50Jackson 0%

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	Vancleave, 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 MAP 871.12-03)		

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	\$58,500	\$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

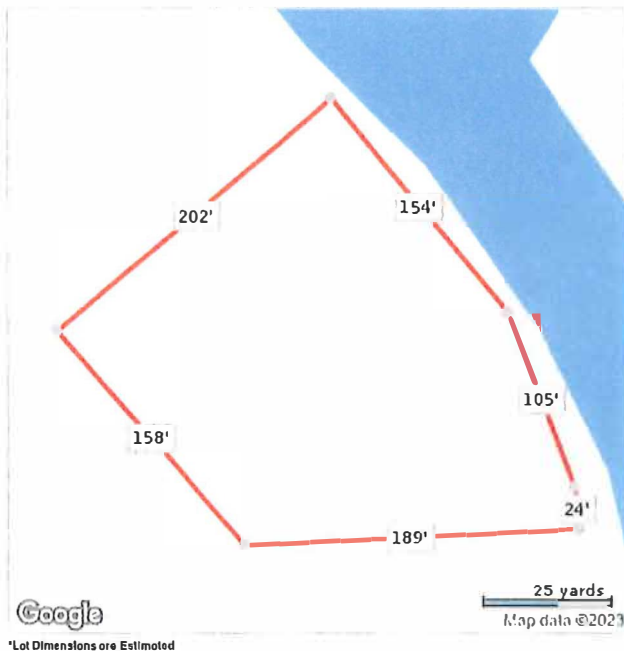
LAST MARKET SALE & SALES HISTORY

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	1779-105	1703-475	548-592
Document Type	Warranty Deed	Deed (Reg)	Deed (Reg)	Deed (Reg)

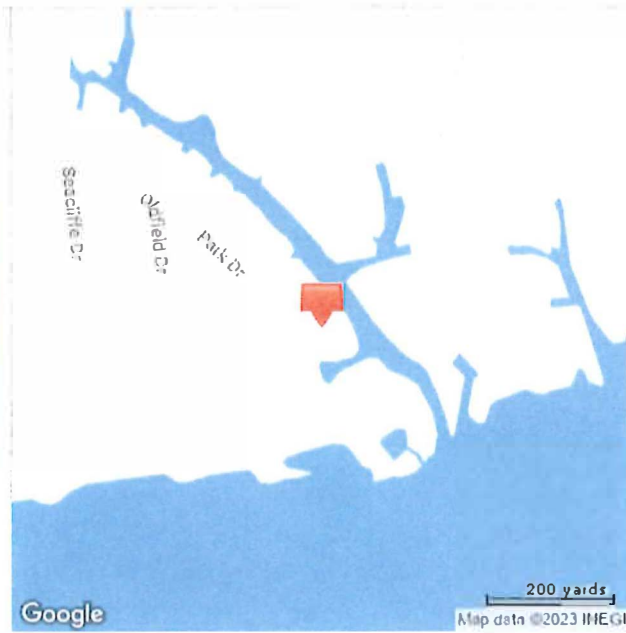
MORTGAGE HISTORY

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 L. 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. Basements 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.

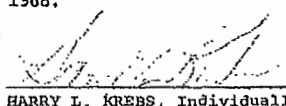
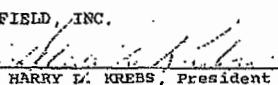
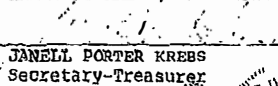
9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of five (5) years unless an instrument 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. Invalidation 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.

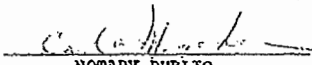

HARRY L. KREBS, Individually
BY 
HARRY L. KREBS, President
BY 
JANELL PORTER KREBS
Secretary-Treasurer

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, 1970
CARL A. MEGHEE, Notary Public
JACKSON COUNTY, MISSISSIPPI


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 April, A. D., 1968.

Carl A. Megehee
NOTARY PUBLIC

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

STATEMENT OF FEES

STATE OF MISSISSIPPI — JACKSON COUNTY

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

L. 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 April, 1968 at 2:45 o'clock P.M. and was duly recorded on the 2nd day of April, 1968 in Land Deed Book No. 321 Pages 405-409 in my office.
GIVEN under my hand and seal of office, this 2nd day of April, 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.

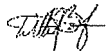
Issuance of this certification by MDMR does not release the applicant from other legal requirements including but not limited to other applicable federal, state, or local laws, ordinances, zoning codes, or other regulations, including a possible Tidelands Lease from the MS Secretary of State's Office, 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)



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

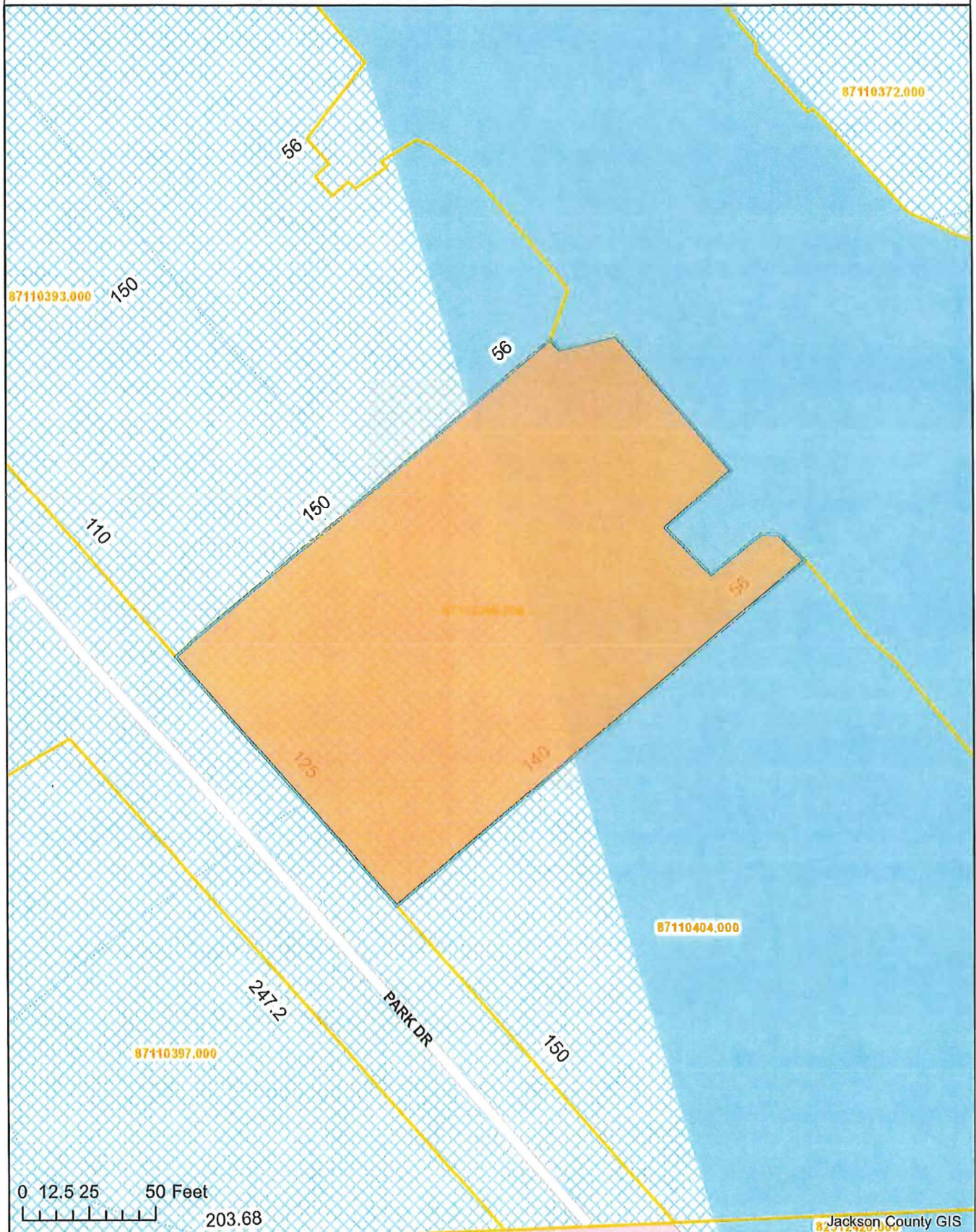
Total Assessed Value:	4265	Total Appraised Value:	28430
Improvement Value:	2260	Land Value:	26170
Tax Amount:	613	SQ FT:	0
		Year Built:	

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



0 12.5 25 50 Feet
203.68

Jackson County GIS

4/17/2023

Exhibit A Location Map

■

Prepared by:
City of Gautier
Planning Department

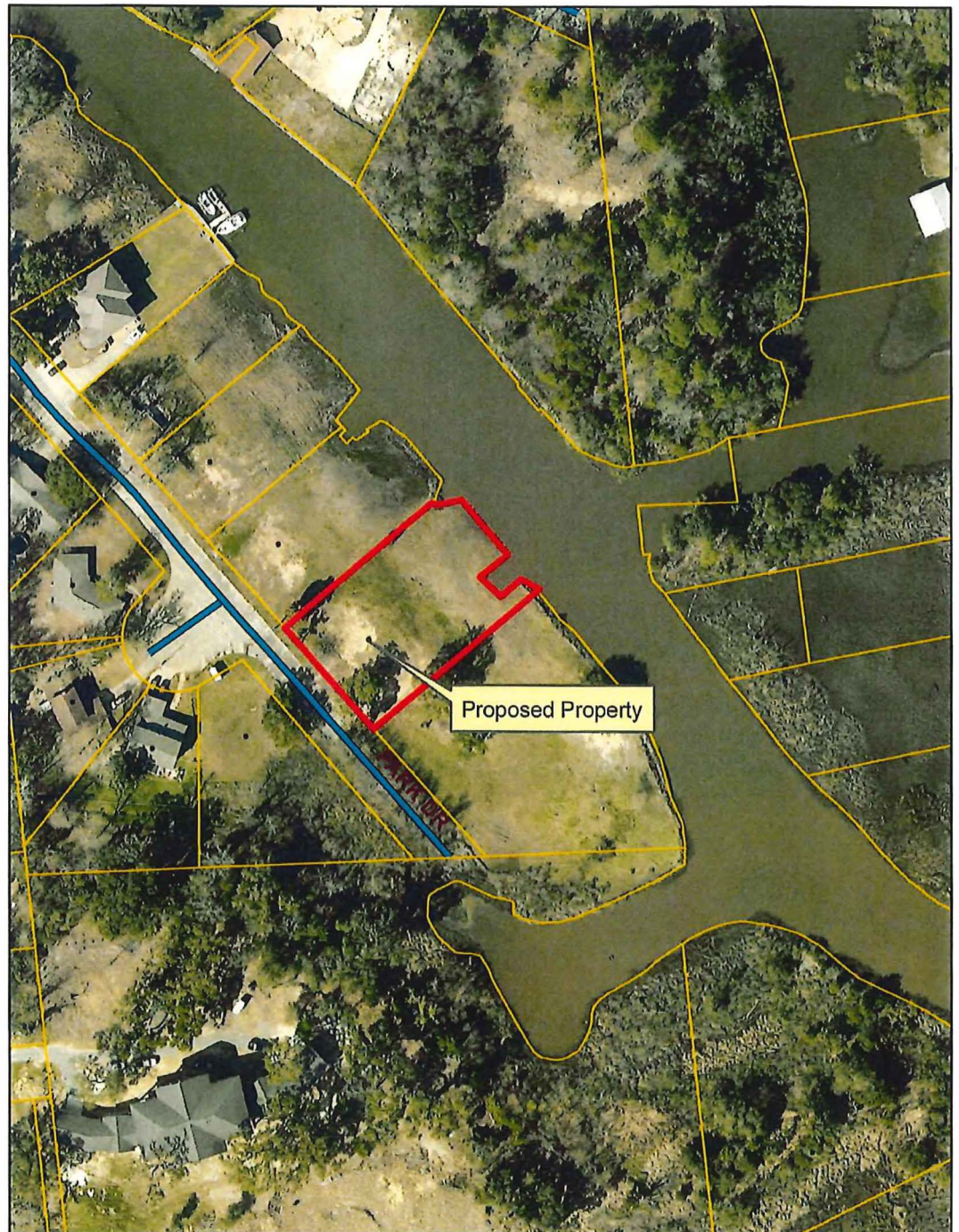


Exhibit B Existing Zoning

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

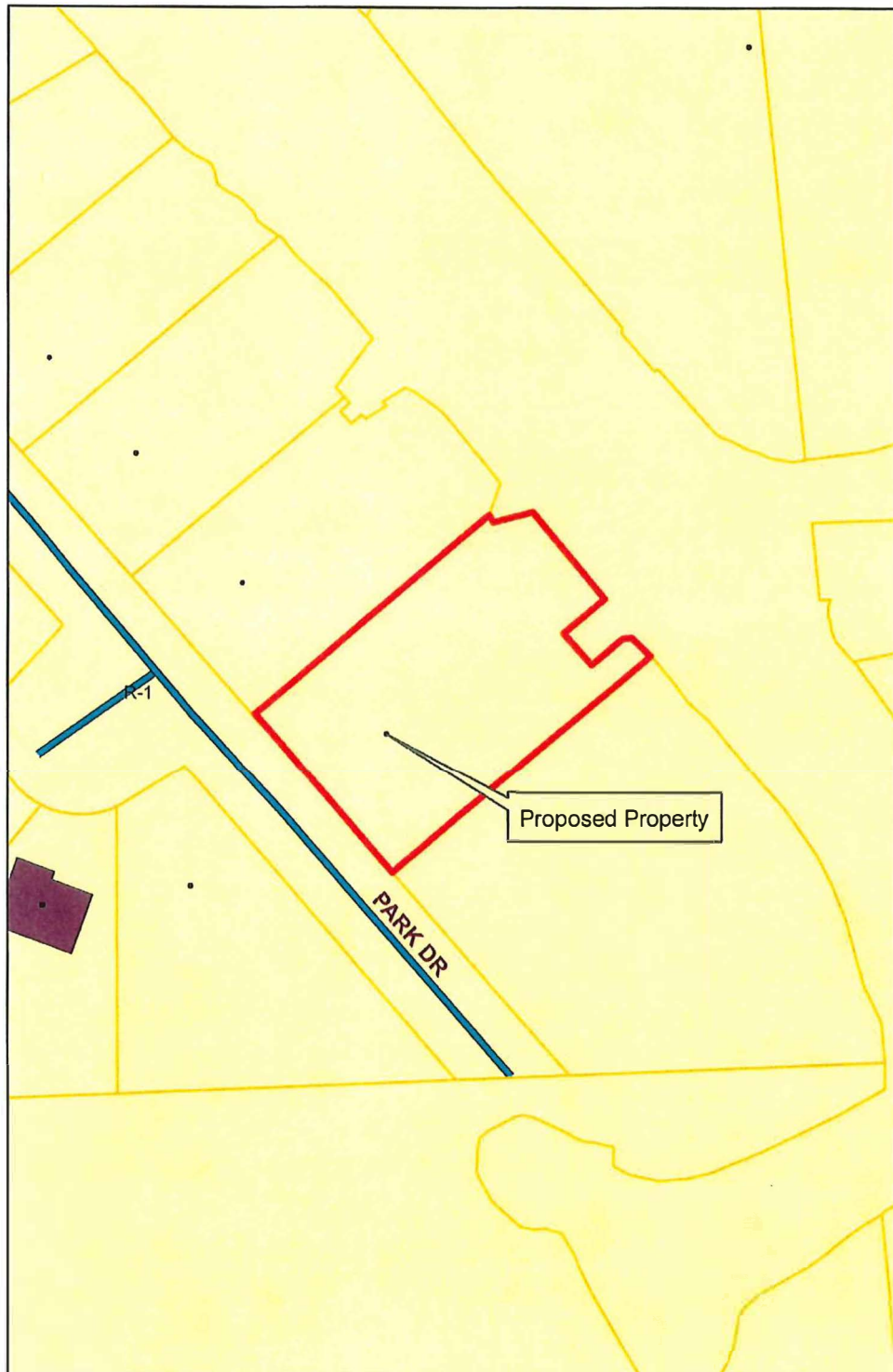


Exhibit C

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

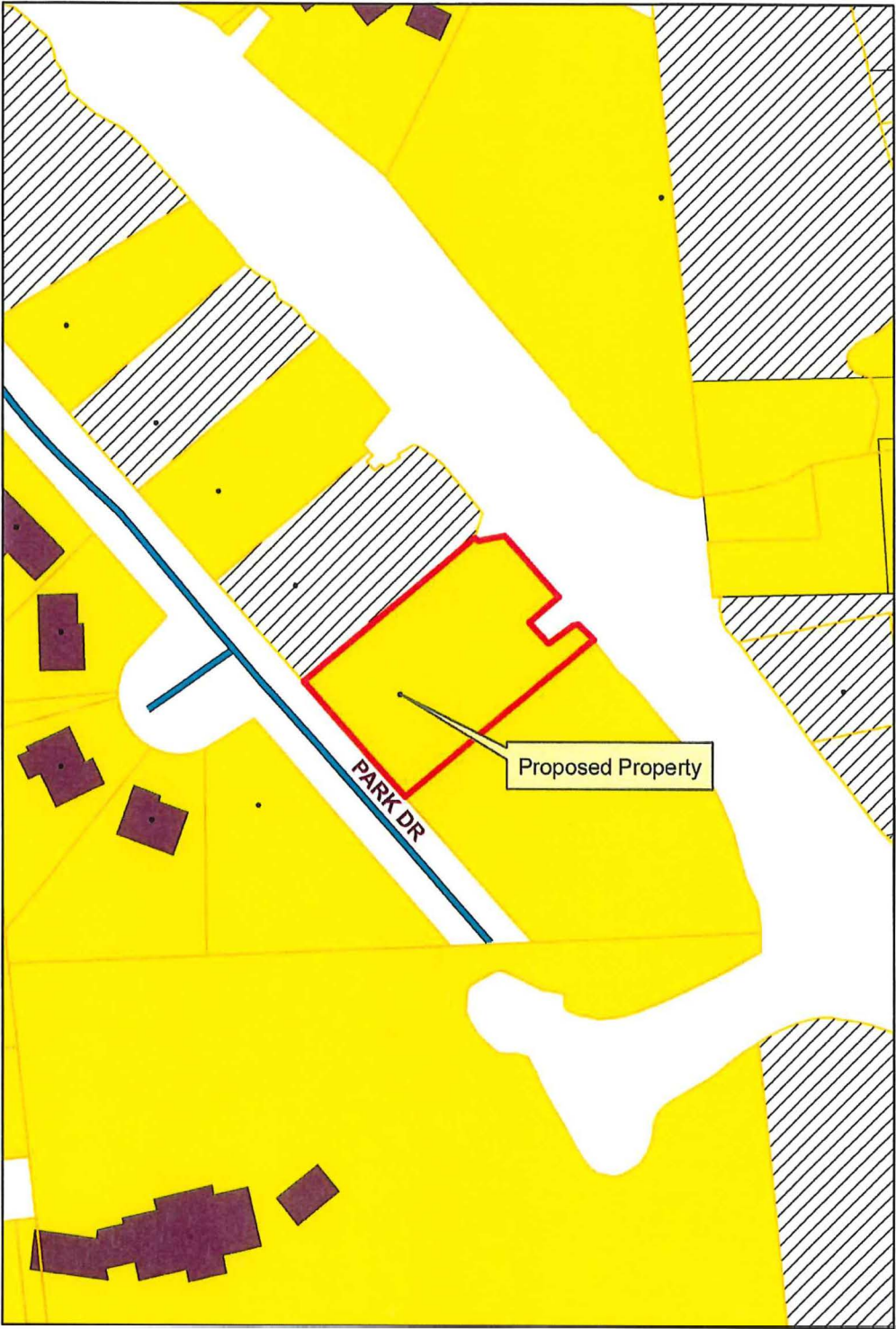


Exhibit D Future Land-Use

Prepared By:
City of Gautier
Planning Department

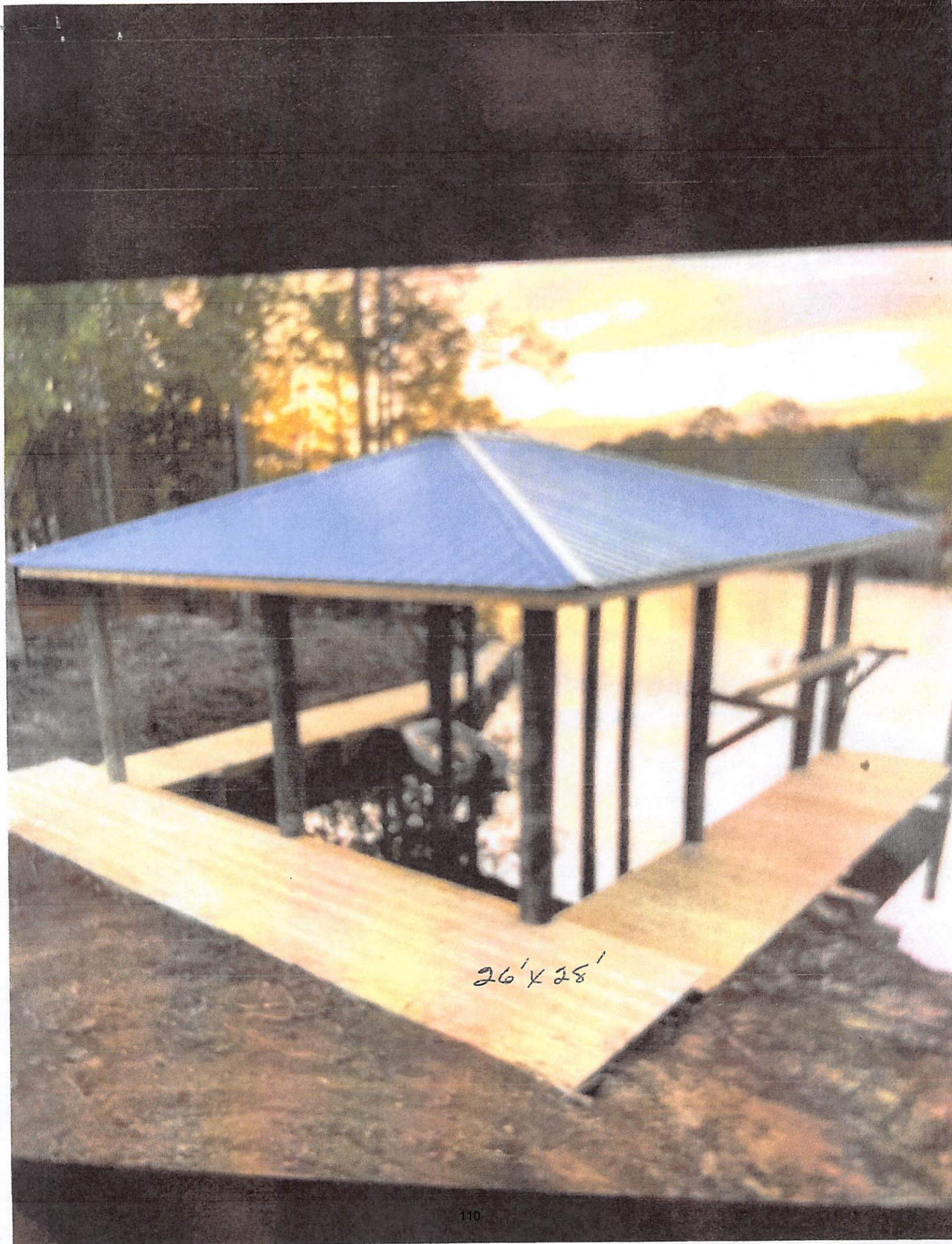
Legend

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





Borrower: DAVID LIPSCOMB

File No.:

Property Address: 1404 PARK DRIVE

Case No.:

City: GAUTIER

State: MS

Zip: 39553

Lender: KEESLER FEDERAL CREDIT UNION



WATER VIEW



ADDITIONAL WATER VIEW



EXISTING BOAT SLIP



ADDITIONAL BULKHEAD/BOAT SLIP



ADDITIONAL BOAT SLIP



ADDITIONAL BOAT SLIP

APPRAISAL OF



LOCATED AT:

1404 PARK DRIVE
GAUTIER, MS 39553

FOR:

KEESLER FEDERAL CREDIT UNION

BORROWER:

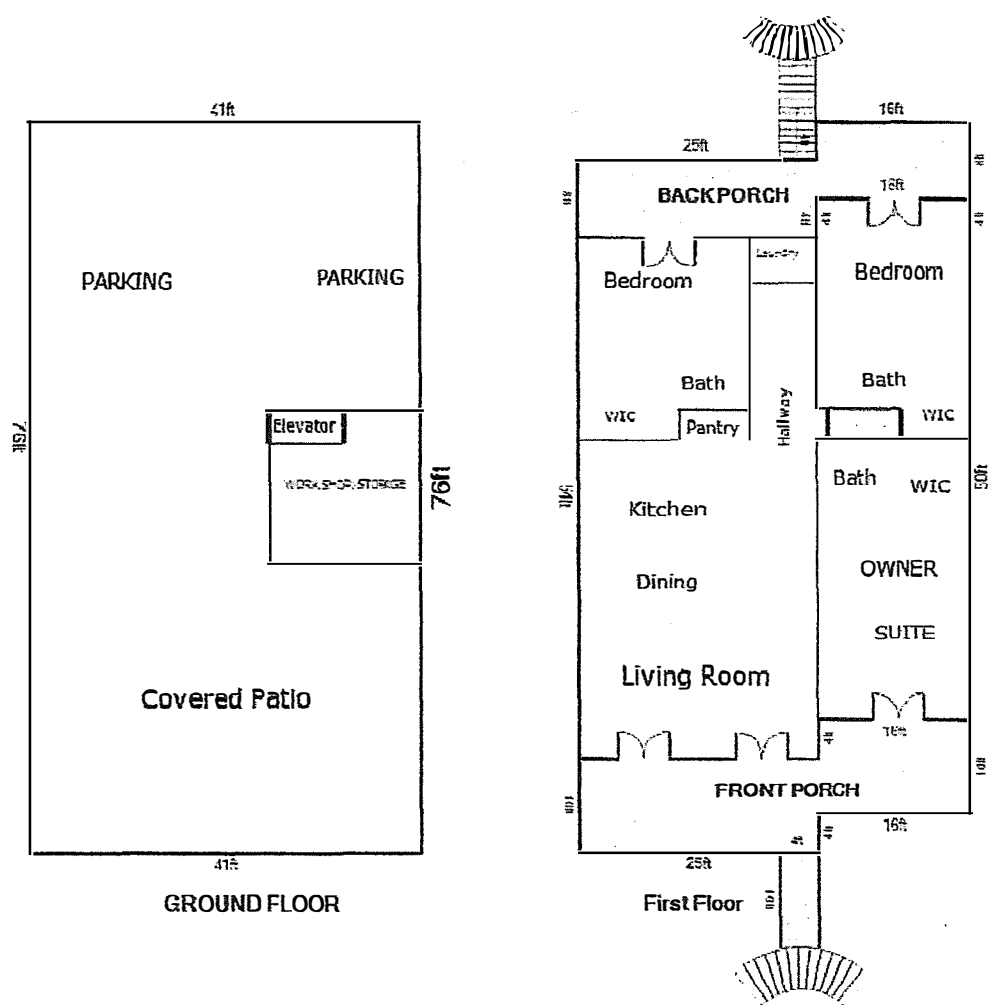
DAVID LIPSCOMB

AS OF:

BY:

DAVID LIPSCOMB

Sketch



GROUND FLOOR

First Floor

14 ft

Living Area		Area Calculation			
First Floor	2214 ft ²	First Floor			
Nonliving Area					x 1.00 = 2214 ft ²
FRONT PORCH	410 ft ²	25ft x	16ft x	1.00 =	1350 ft ²
BACK PORCH	328 ft ²			1.00 =	864 ft ²
GROUND FLOOR	3115 ft ²				
Total Living Area (rounded):	2214 ft ²				

Councilman Colledge made the motion to approve a Conditional Use-Major Permit, as presented, that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District located at 3124 Mary Walker Drive, (GPC #23-19-CU) (PID #87010052.000). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 301-2023

**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 consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use; and

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a 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 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 **Councilman Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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): _____

Date of Application: 5/10/23

Brandi Young

FOR OFFICE USE ONLY

Date Received 5-11-23 Verify as Complete 1/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)

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

NOTES 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
Brandi Young

Date of Application: 5/10/23

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

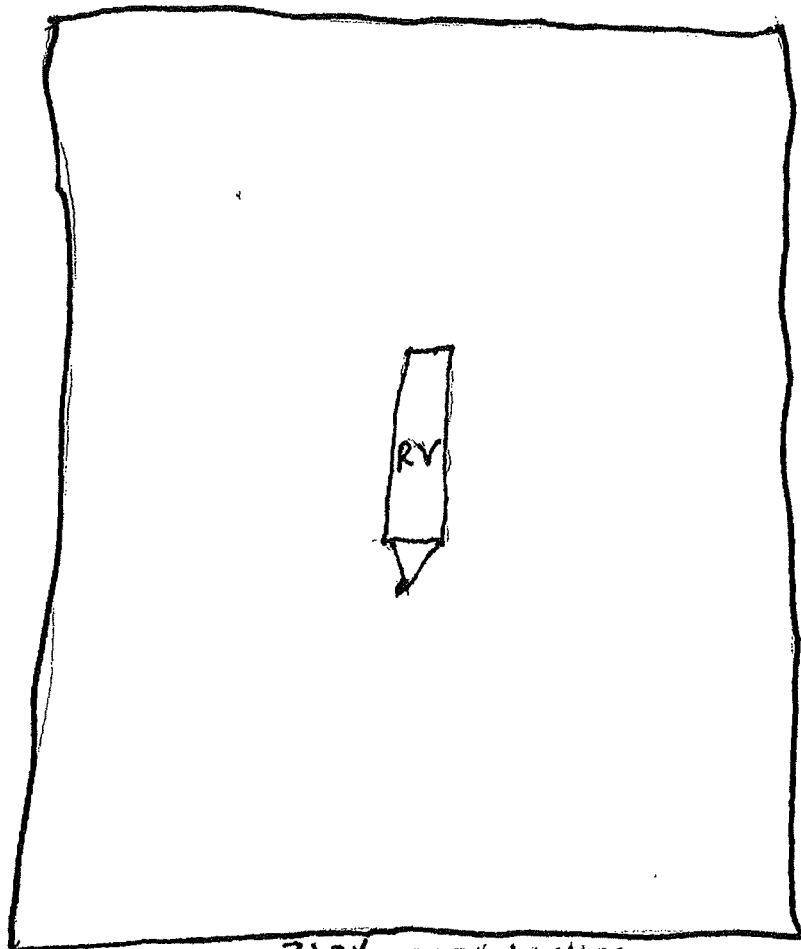
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, 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 RVs 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



85010134.000 85010136.000 85010142.000 85010140.000 85010144.000 85010143.050 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

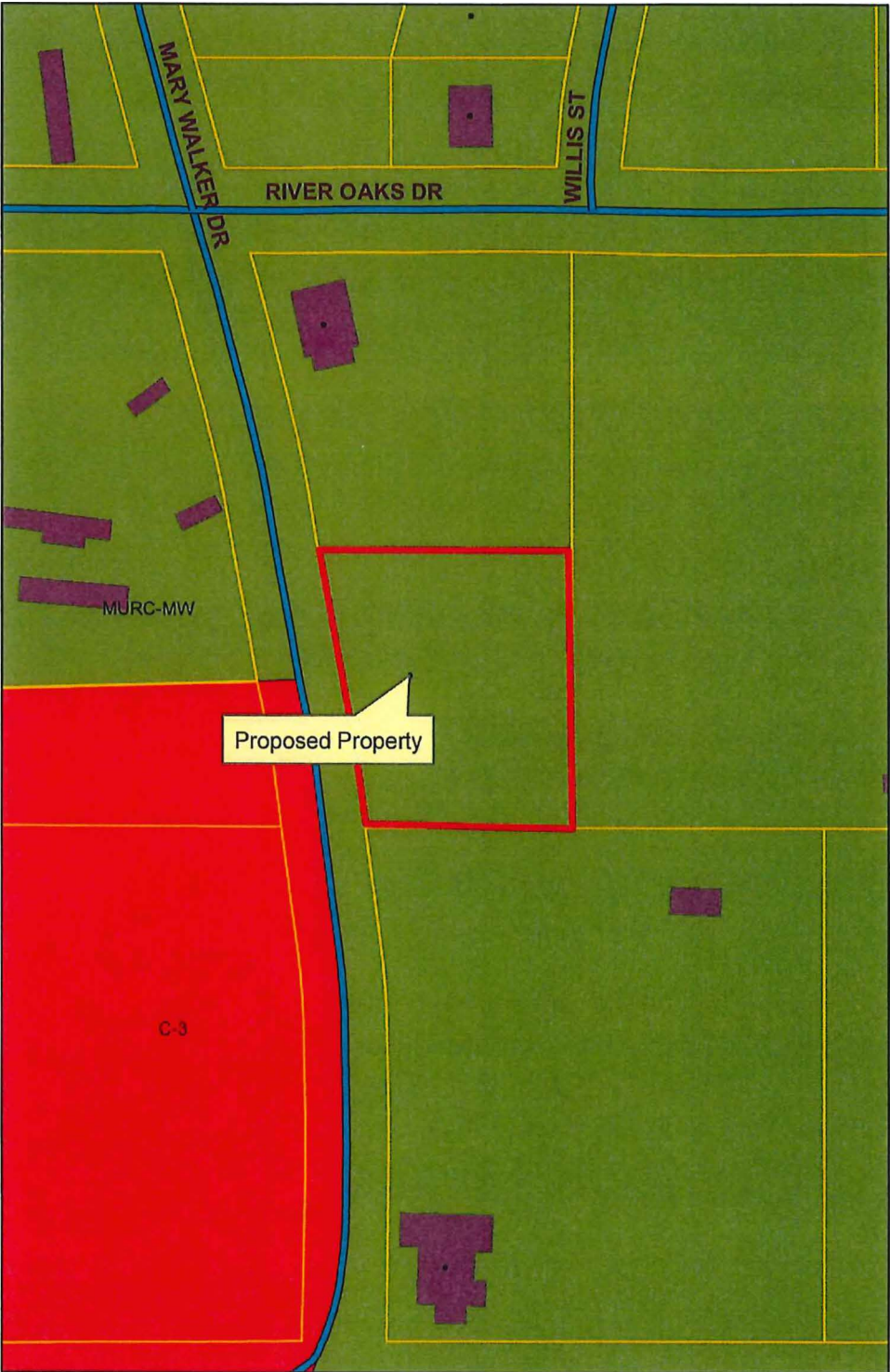


Exhibit C

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 |

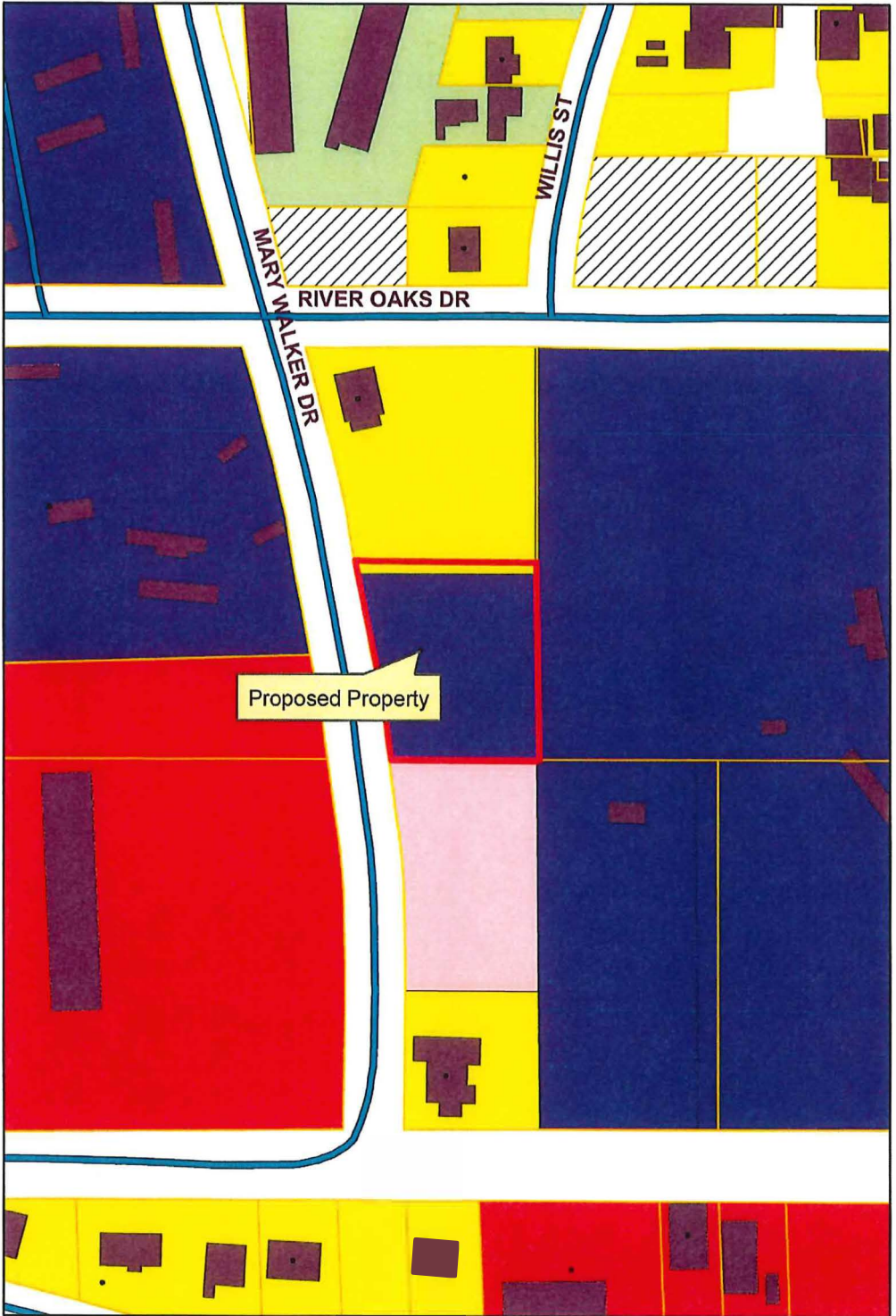


Exhibit D Future Land-Use

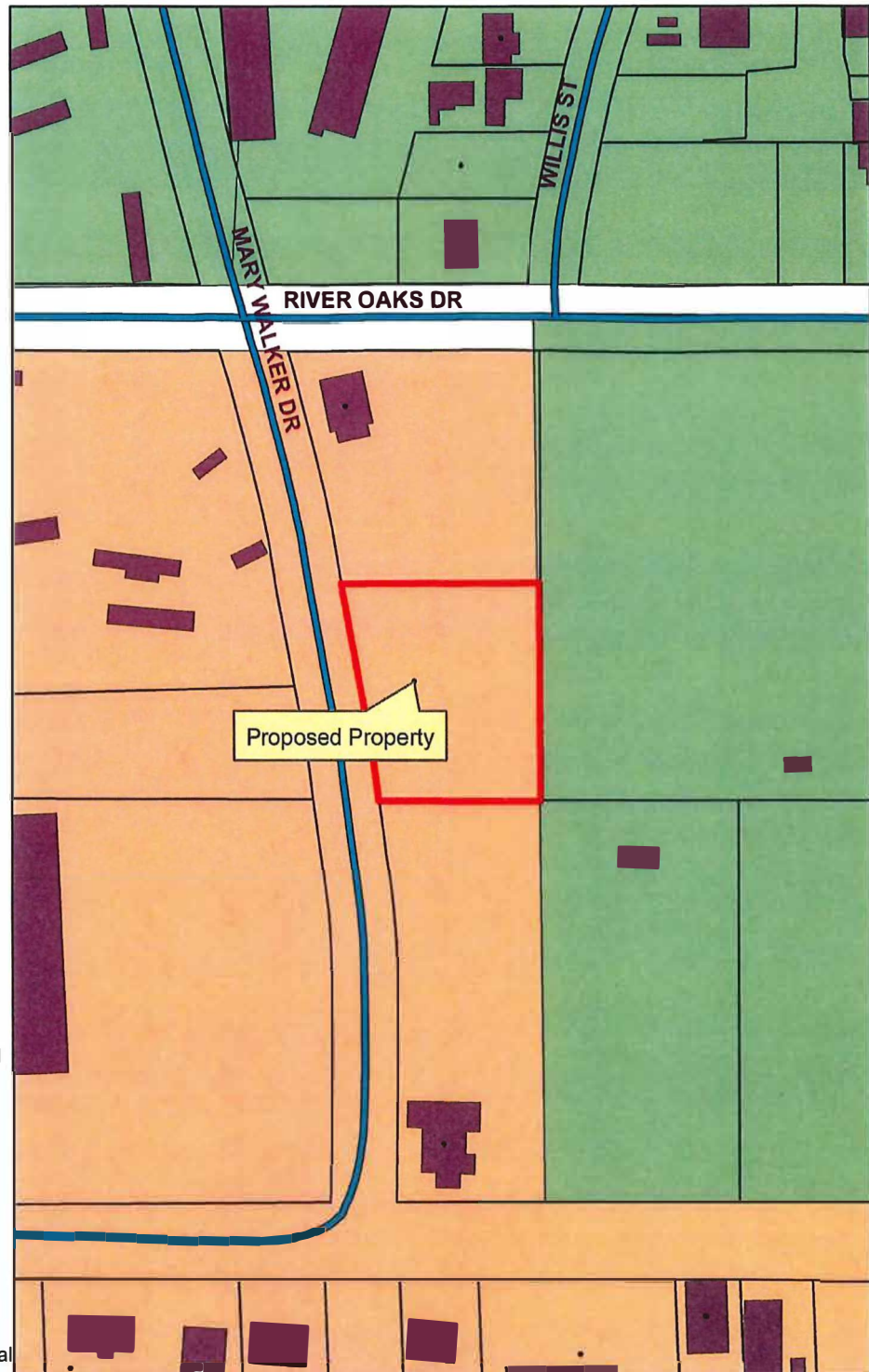
Prepared By:
City of Gautier
Planning Department

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



Councilman Gollott made the motion to approve a special exception, as presented, 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 located at Tradewinds Drive, Gautier, MS (GPC #23-20-SE) (PID #86300014.050). Councilman George seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 302-2023 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 will be in harmony with the purpose and intent of the Unified Development Ordinance; and will be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by 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 **Councilman Gollott**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

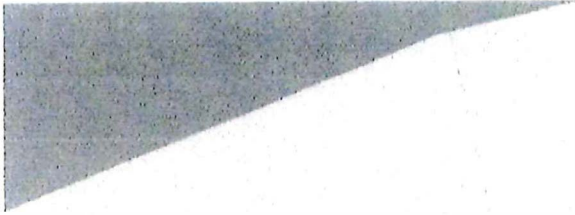
Google Maps

Allen 1



Google Maps 2321 Tradewinds Dr

"Addendum 2"



Google

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 SE

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Robert H Brown

Name of Business: None

Address: (2330 Tradewinds Dr.) PIP# 8630004.050

Mailing Address (if different): Tradewinds Drive

Email Address: chunkd1@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: [Signature]

FOR OFFICE USE ONLY

Date Received 5/16/23 Verify as Complete B2

Fee Amount Received 251.00

Initials of Employee Receiving Application AB/BK

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?

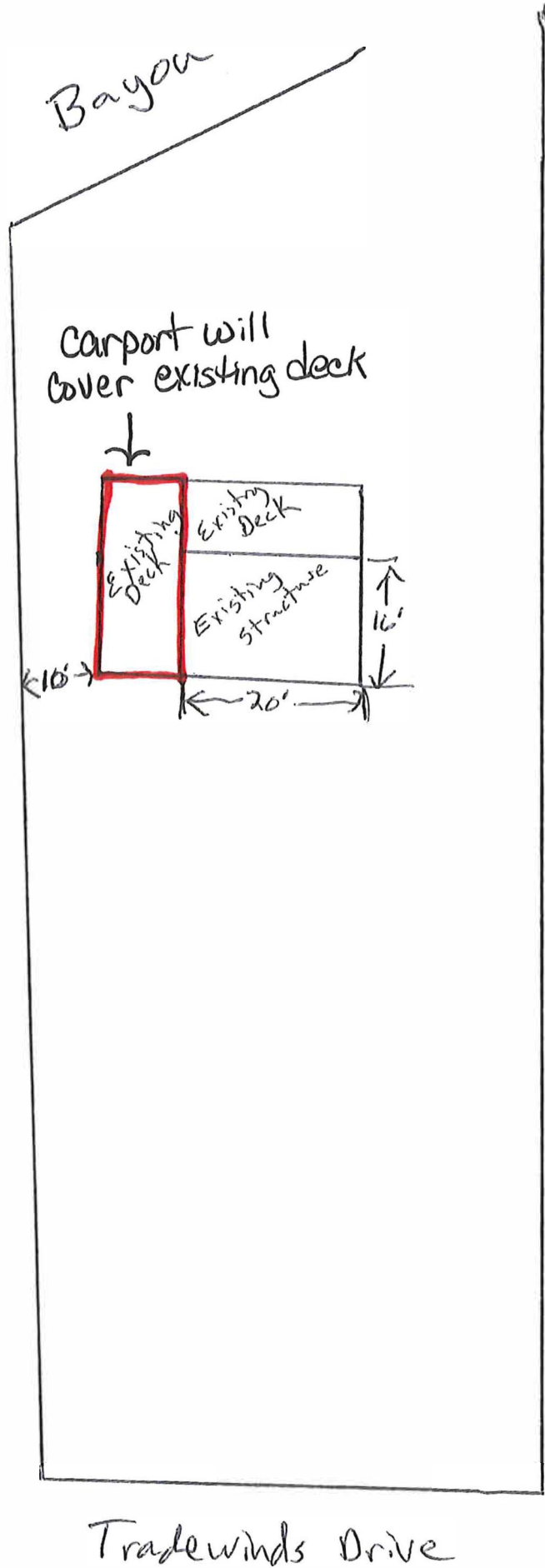
A. I would like covered storage for my boat. I currently have to use a loud noisy leaf blower to clean it daily.

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°37'N 88°36'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.

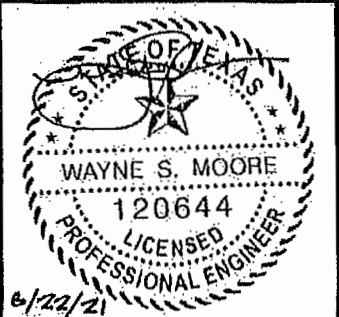
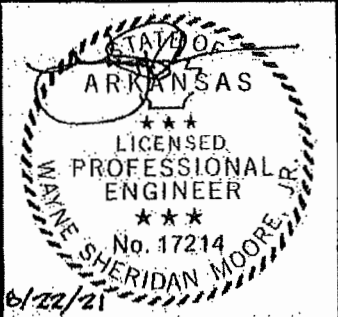
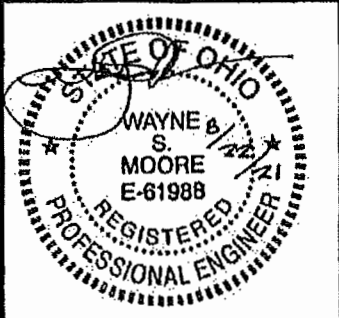
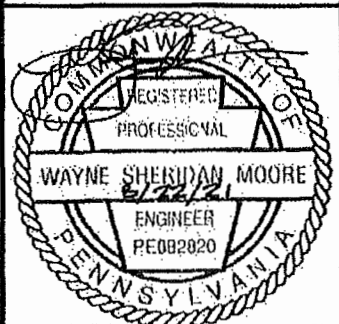
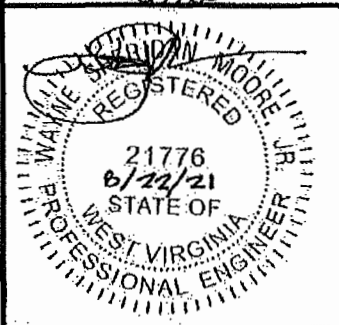
**1009 East Avenue
North Augusta, SC 29841**

**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.	
MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.		EAGLE CARPORTS 210 AIRPORT ROAD MOUNT AIRY, NC 27030 30'-0" x 20'-0" SP FULLY OPEN STRUCTURE	
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.		DRAWN BY: LT	JOB NO: 16166S/18260S/19320S/21169S
		CHECKED BY: PDH	DATE: 8-19-21
		PROJECT MGR: WSM	SCALE: NTS
		CLIENT: EAGLE CARPORTS	DWG. NO SK-1
		SHT. 1	REV. 9

			
	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, Expiration Date <u>6/22/2022</u> .		
			
			
			
MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.		DRAWN BY: LT CHECKED BY PDH	EAGLE CARPORTS 210 AIRPORT ROAD MOUNT AIRY, NC 27030 30'-0"x2.0'@ SP FULLY OPEN STRUCTURE JOB NO. 16166S/ 18260S/19320S/21169S DATE: 8-19-21 SCALE: NTS PROJECT MGR: WSM SHT. 1A DWG. NO SK-1 REV. 9
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY OFFENSE THEREUPON MAY BE SUBJECT TO LEGAL ACTION.			

DRAWING INDEX

SHEET 1	PE SEAL COVER SHEET (1 OF 2)
SHEET 1A	PE SEAL COVER SHEET (2 OF 2)
SHEET 2	DRAWING INDEX
SHEET 3	INSTALLATION NOTES AND SPECIFICATIONS
SHEET 3A	LIST OF APPLICABLE BUILDING CODES
SHEET 4	TYPICAL SIDE AND END ELEVATIONS
SHEET 5	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING SECTIONS (BOX EAVE RAFTER)
SHEET 5A	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING SECTIONS (BOX EAVE RAFTER)
SHEET 6	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING CONNECTION DETAILS (BOX EAVE RAFTER)
SHEET 6A	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING CONNECTION DETAILS (BOX EAVE RAFTER)
SHEET 7	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING SECTIONS (BOW EAVE RAFTER)
SHEET 7A	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING SECTIONS (BOW EAVE RAFTER)
SHEET 8	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING CONNECTION DETAILS (BOW EAVE RAFTER)
SHEET 8A	TYPICAL RAFTER/COLUMN END AND SIDE FRAMING CONNECTION DETAILS (BOW EAVE RAFTER)
SHEET 9	BASE RAIL ANCHORAGE OPTIONS
SHEET 10	BOX EAVE RAFTER GABLE END OPTION
SHEET 11	BOW EAVE RAFTER GABLE END OPTION
SHEET 12	CONNECTION DETAILS
SHEET 13	LEAN-TO OPTION (BOX EAVE RAFTER)
SHEET 13A	LEAN-TO OPTION (BOX EAVE RAFTER)
SHEET 13B	LEAN-TO OPTION (BOX EAVE RAFTER) (EXPOSURE B)
SHEET 13C	LEAN-TO OPTION (BOX EAVE RAFTER) (EXPOSURE C)
SHEET 14	LEAN-TO OPTION (BOW RAFTER)
SHEET 14A	LEAN-TO OPTION (BOW RAFTER) (EXPOSURE B)
SHEET 14B	LEAN-TO OPTION (BOW RAFTER) (EXPOSURE C)
SHEET 15	BOX EAVE RAFTER EXTRA SIDE PANEL OPTION
SHEET 16	BOW EAVE RAFTER EXTRA SIDE PANEL OPTION
SHEET 17	VERTICAL ROOF OPTION END AND SIDE ELEVATION AND SECTIONS

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

DRAWN BY: LT

CHECKED BY: PDH

PROJECT MGR: VSM

CLIENT: EAGLE CARPORTS

DATE: 8-19-21

SHT. 2

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

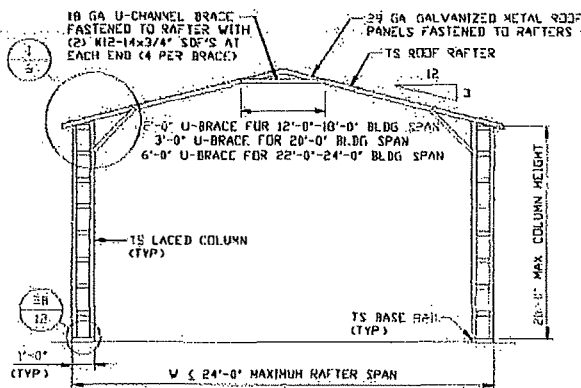
SCALE: NTS

DWG. NO: SK-1

JOB NO: 16166S/
10560S/19380S/21169S

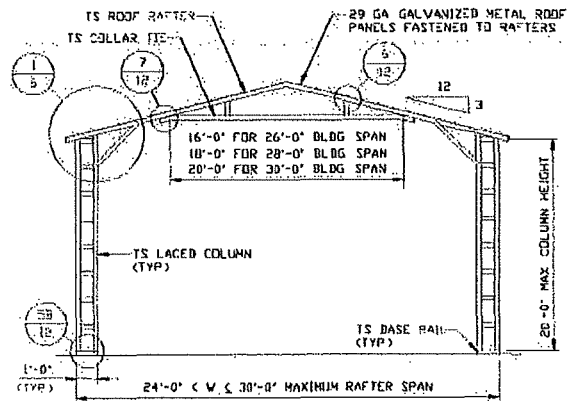
REV: 9

THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.



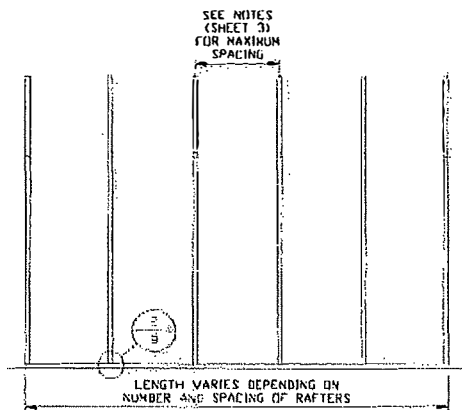
TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION

SCALE: NTS



TYPICAL RAFTER/COLUMN SIDE FRAMING SECTION

SCALE: NTS

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

DRAWN BY: LT

CHECKED BY: PDH

PROJECT MGR: VSH

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. 5A

SCALE: NTS

DWG. NO. SK-1

JOB NO. 16166S/
18860S/19320S/21169S

REV: 9

THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

Eagle Carports

"Flying High with Great Deals"



NORTH CAROLINA
CORPORATE HEADQUARTERS
210 AIRPORT RD.
MT. AIRY, NC, 27030

Engineering Courtesy Copy

To whom it may concern,

The following document is property of Moore and Associates Engineering and Consulting. This is a courtesy copy provided to the customer. Any unauthorized reproduction, dissemination or alteration or otherwise use of this document is prohibited. Any infringement thereupon may be subject to legal action.

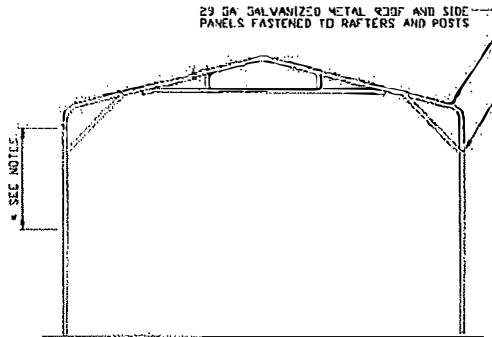
Thank you,

Eagle Carports, Inc.

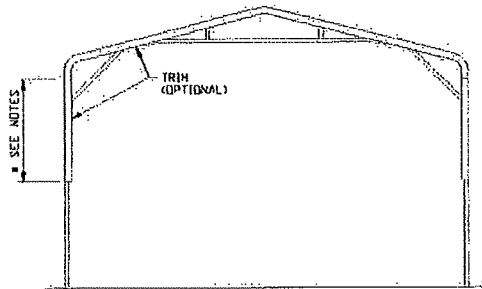


800-579-8589
www.EagleCarports.com

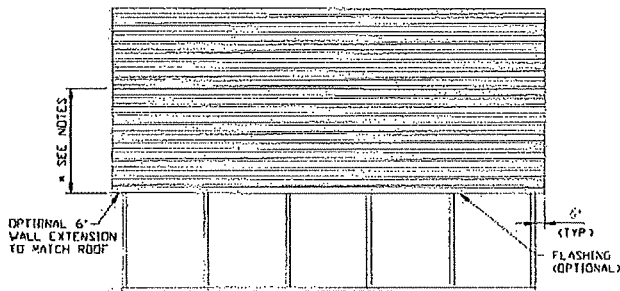
BOW RAFTER EXTRA SIDE PANEL OPTION



**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"

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

DRAWN BY: LT

CHECKED BY: PDM

PROJECT MGR: WSH

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

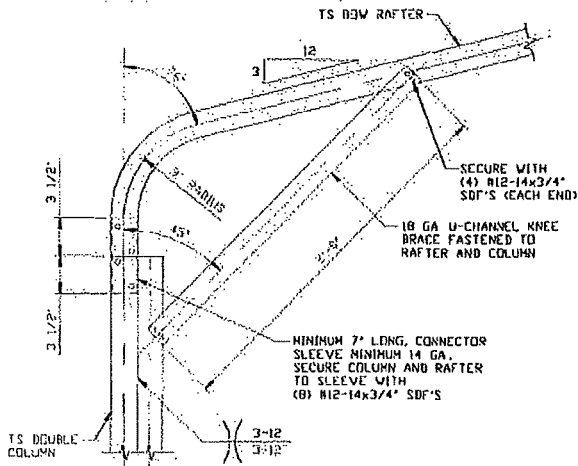
DWG. NO SK-1

JOB NO: 16166S/
16260S/19320S/21169S

REV: 9

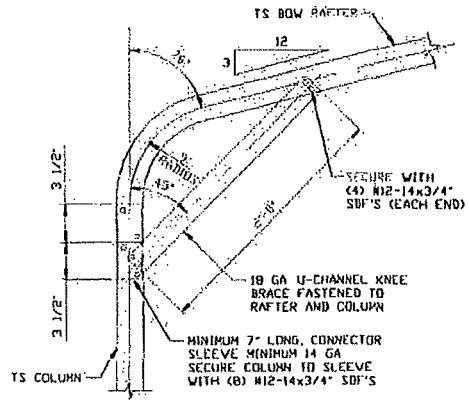
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

BOW RAFTER LEAN-TO OPTION - EXPOSURE B



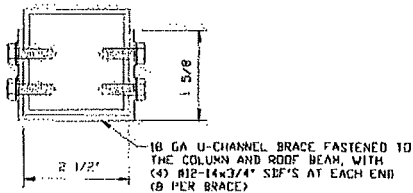
12 BOW EAVE RAFTER COLUMN CONNECTION DETAIL FOR HEIGHTS 14'-0" < TO ≤ 16'-0"

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

**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" x 20'-0" SP FULLY OPEN STRUCTURE

DATE: 6-19-21

SHT. 14A

SCALE: NTS

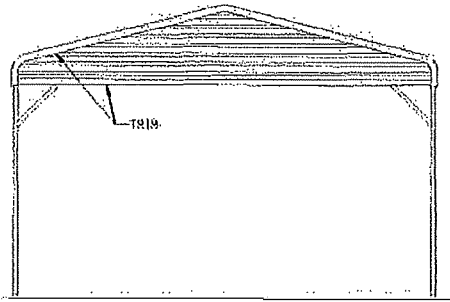
DWG. NO. SK-1

JOB NO. 16166S/
18260S/17320S/21162S

REV. 9

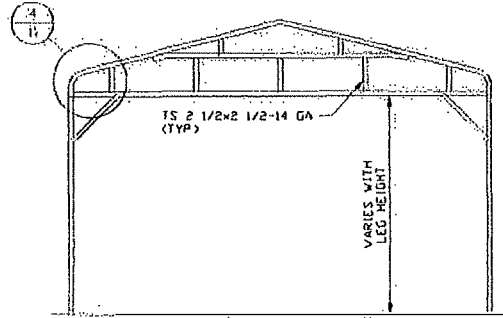
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

BOW EAVE RAFTER GABLE END OPTION



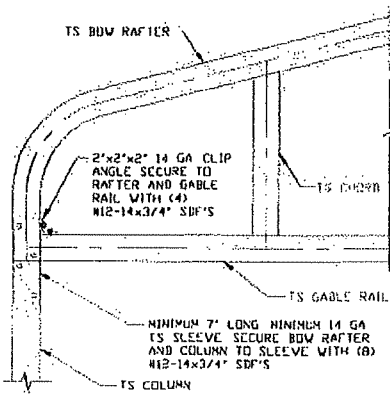
**TYPICAL BOW RAFTER
GABLE END ELEVATION**

SCALE: NTS



**TYPICAL BOW RAFTER GABLE
END FRAMING SECTION**

SCALE: NTS



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

SCALE: NTS

NOTE: KNEE BRACE NOT SHOWN FOR CLARITY

4

**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

SHT. 11

SCALE: NTS

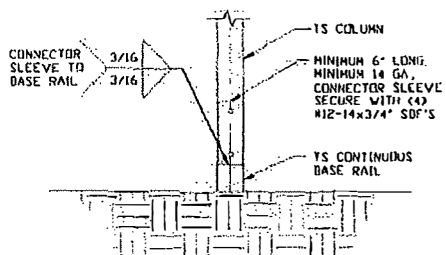
DWG. NO: SK-1

**JOB NO: 16166S/
18260S/19380S/21169S**

REV: 9

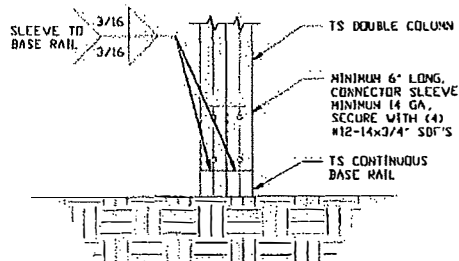
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

CONNECTION DETAILS



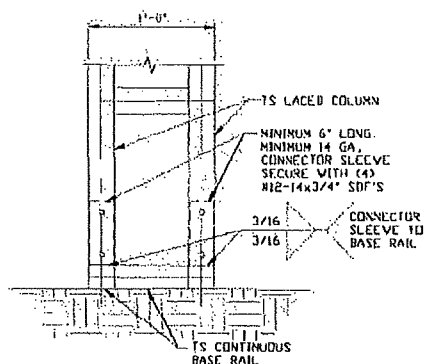
5 RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

SCALE: NTS



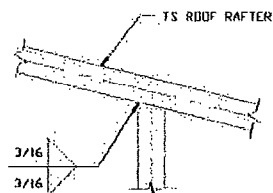
5A RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

SCALE: NTS



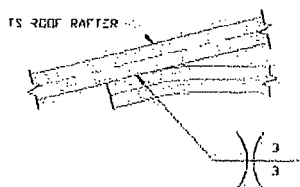
5B RAFTER COLUMN/BASE RAIL CONNECTION DETAIL

SCALE: NTS



6 RAFTER TO CHORD CONNECTION DETAIL

SCALE: NTS



7 COLLAR TIE CONNECTION DETAIL

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" x 20'-0" SP.F ILLY OPEN STRUCTURE

DATE: 8-19-21

SHT. 12

SCALE: NTS

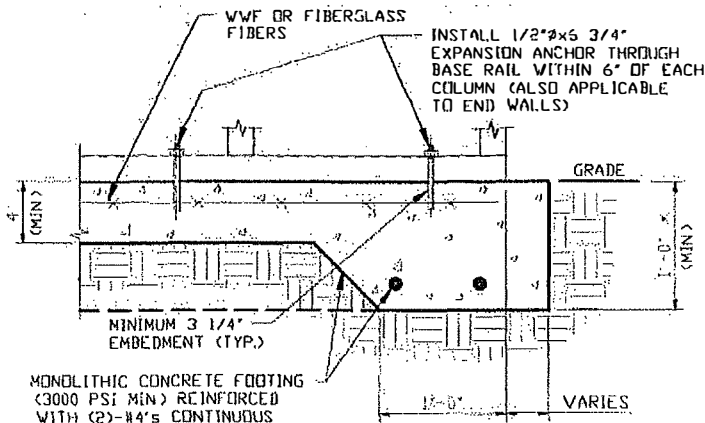
DWG. NO: SK-1

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

REV: 9

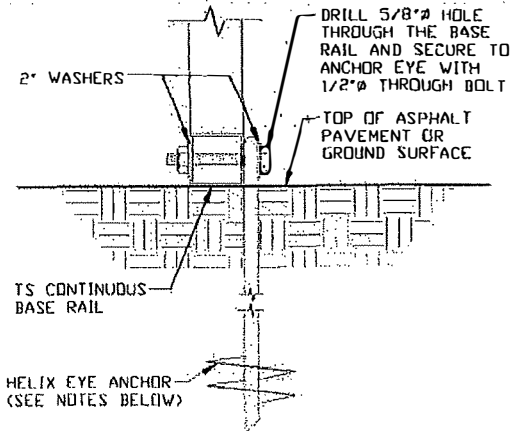
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

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, PRELDADED 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

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

DRAWN BY: LT

CHECKED BY: PJM

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

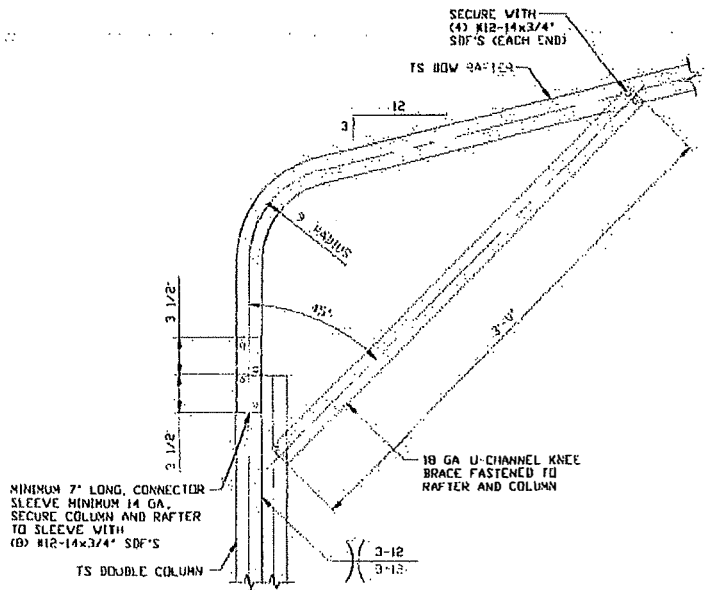
DWG. NO: SK-1

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

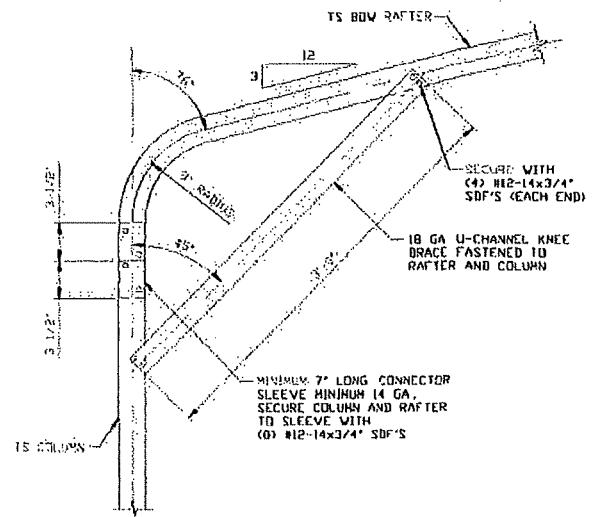
SHT. 9

REV: 9

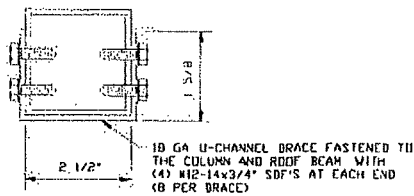
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND
CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF
THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY VIOLATION THEREOF MAY
BE SUBJECT TO LEGAL ACTION.



**BOW EAVE RAFTER COLUMN
CONNECTION DETAIL FOR
HEIGHTS 14'-0" < TO < 16'-0"**
SCALE: NTS



**BOW EAVE RAFTER COLUMN
CONNECTION DETAIL FOR
HEIGHTS < 14'-0"**
SCALE: NTS



BRACE SECTION
SCALE: NTS

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

DRAWN BY: LT

CHECKED BY: PDH

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

THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC. UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY VIOLATION THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

PROJECT NO: 16165S/21169S

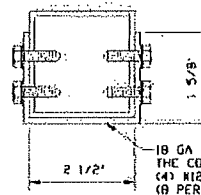
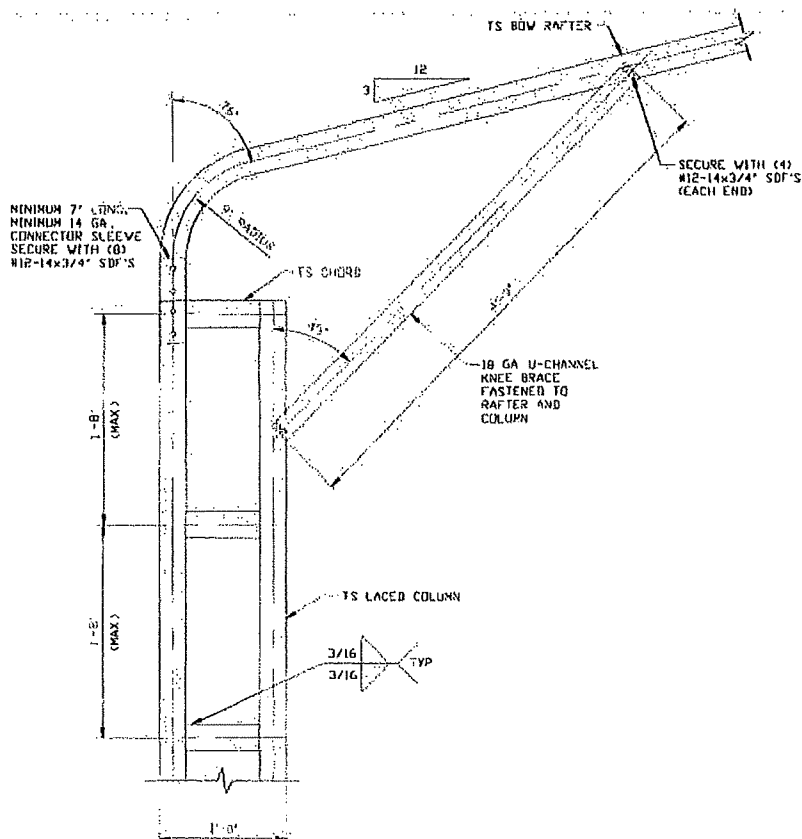
SCALE: NTS

JOB NO: 16165S/
21169S

CLIENT: EAGLE CARPORTS SHT. 8A

DWG. NO. SK-1

REV. 9



BRACE SECTION
SCALE: NTS

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

1

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

DRAWN BY: LT

CHECKED BY: PAW

PROJECT MGR: WSH

CLIENT: EAGLE CARPORTS

**EAGLE CARPORTS
210 AIRPORT ROAD
MOUNT AIRY, NC 27030
3.0-0"x20'-0" SP FULLY OPEN STRUCTURE**

DATE: 8-19-21

SHT. 8

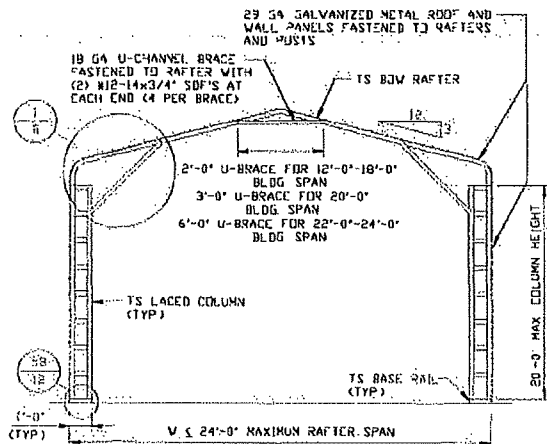
SCALE: NTS

DWG. NO. SK-1

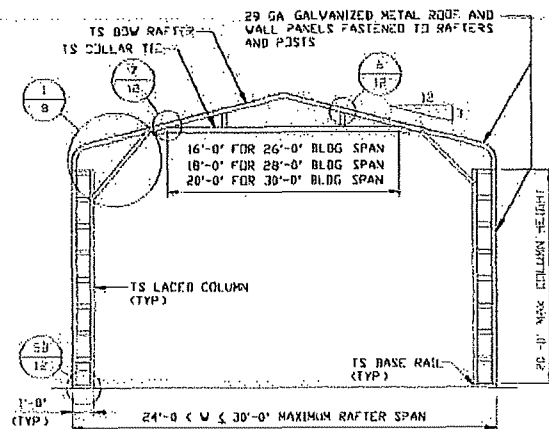
JOB NO: 16166S/
18260S/19320S/21169S

REV: 9

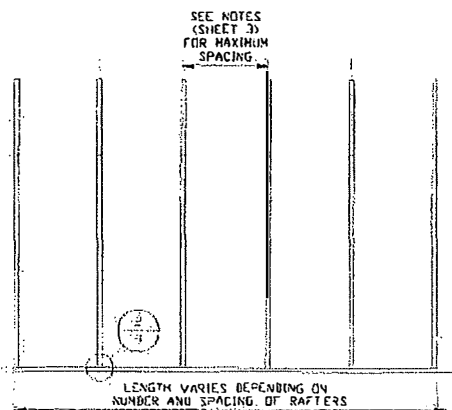
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY OFFENSEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.



TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS

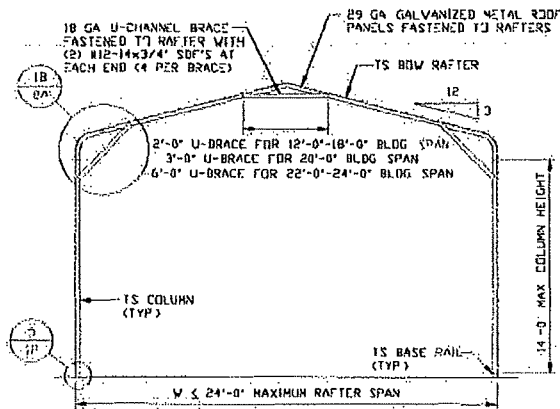


TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS

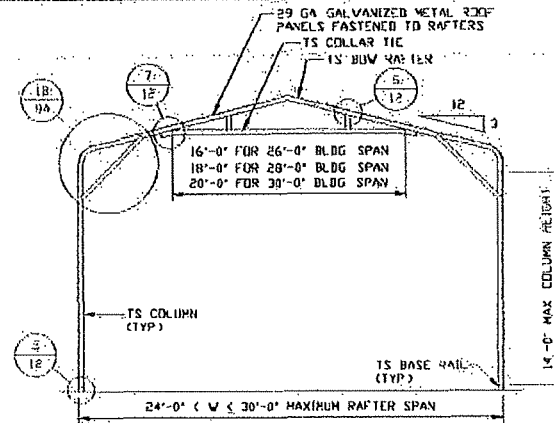


TYPICAL RAFTER/COLUMN SIDE FRAMING SECTION
SCALE: NTS

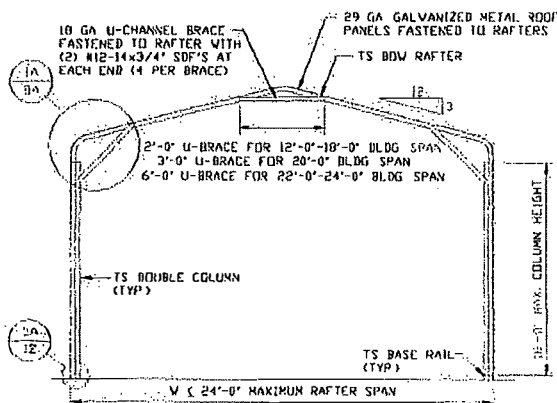
MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: LT	EAGLE CARPORTS 210 AIRPORT ROAD MOUNT AIRY, NC 27030			
	CHECKED BY: PDH	30'-0"x20'-0' SP FULLY OPEN STRUCTURE			
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.	PROJECT MGR: WSH	DATE: 8-19-21	SCALE: NTS	JOB NO: 16166S/ 18260S/19320S/21169S	
	CLIENT: EAGLE CARPORTS	SHT. 7A	DWG. NO: SK-1	REV: 9	



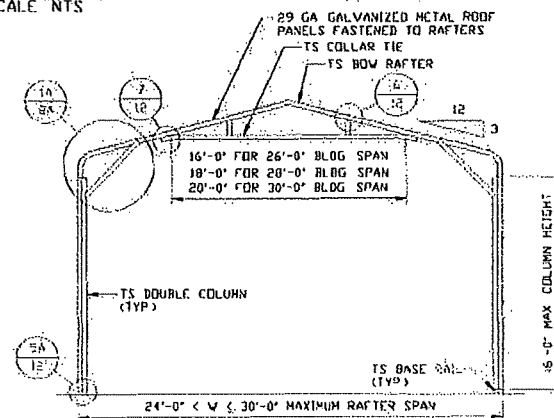
TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



TYPICAL RAFTER/COLUMN 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: PMH

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. 7

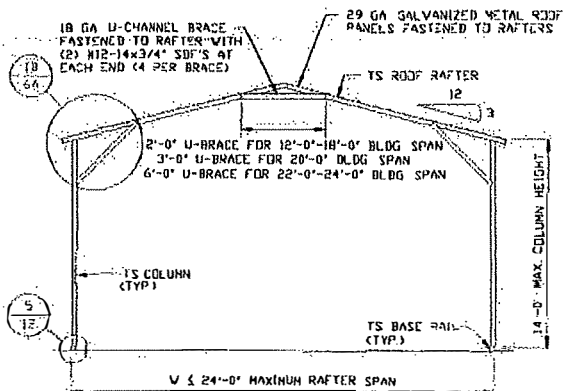
SCALE: NTS

DWG. NO: SK-1

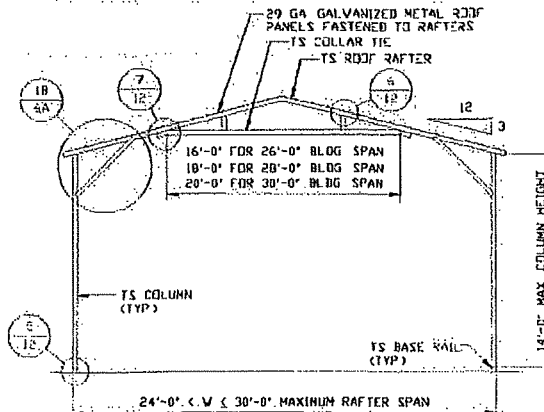
JOB NO: 16166S/
18260S/19320S/21169S

REV: 9

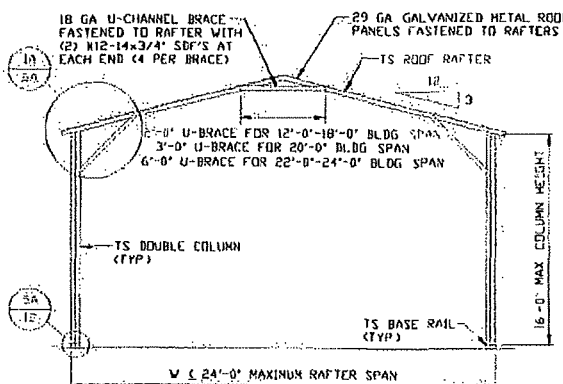
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.



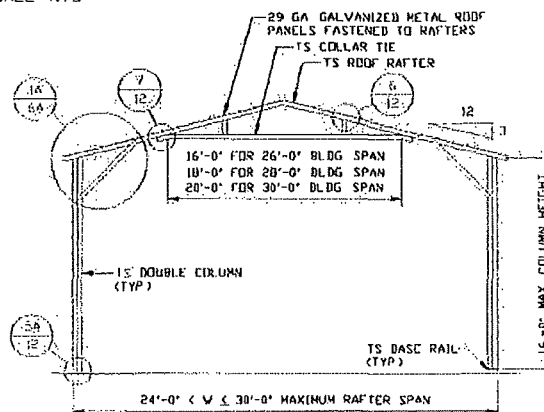
TYPICAL RAFTER/COLUMN END FRAME SECTION
SCALE: NTS



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: WSH

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

THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

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

$R = 325$ $I_E = 10$
 $S_{DS} = 2039 \text{ g}$ $V = C_S W$
 $S_0 = 1258 \text{ g}$

Apr23-644

MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC.	DRAWN BY: LT	EAGLE CARPORTS 210 AIRPORT ROAD MOUNT AIRY, NC 27030		
	CHECKED BY: PDH	30'-0"x20'-0" SP FULLY OPEN STRUCTURE		
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING, INC. UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY VIOLATION THEREOF MAY BE SUBJECT TO LEGAL ACTION.	PROJECT MGR: WSM	DATE: 8-19-21	SCALE: NTS	JOB NO: 161663/ 182603/193203/201693
	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: WSH

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. 3A

SCALE: NTS

DWG. NO: SK-1

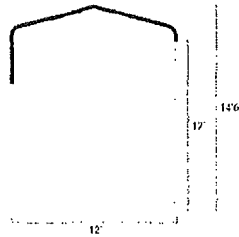
JOB NO: 16166S/
18260S/19320S/21169S

REV: 9

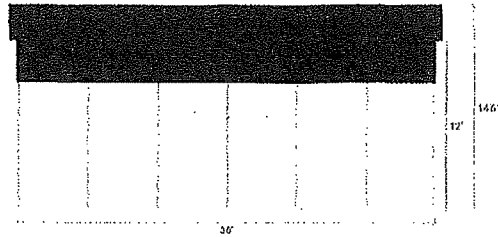
THIS DOCUMENT IS THE PROPERTY OF MOORE AND ASSOCIATES ENGINEERING AND CONSULTING. THE UNAUTHORIZED REPRODUCTION, COPYING, OR OTHERWISE USE OF THIS DOCUMENT IS STRICTLY PROHIBITED AND ANY INFRINGEMENT THEREUPON MAY BE SUBJECT TO LEGAL ACTION.

ELEVATION MAP

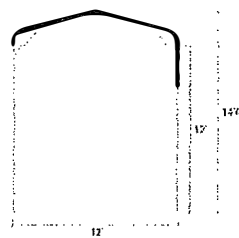
FRONT



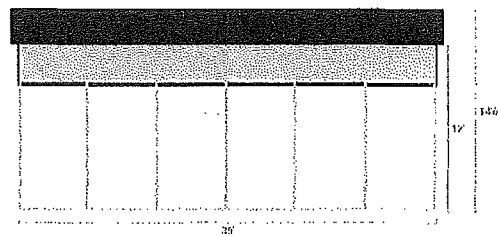
LEFT SIDE



BACK



RIGHT SIDE



BUILD #			
CUSTOMER			
DEALER ID #	PHONE #		
STATE	ZIP CODE		

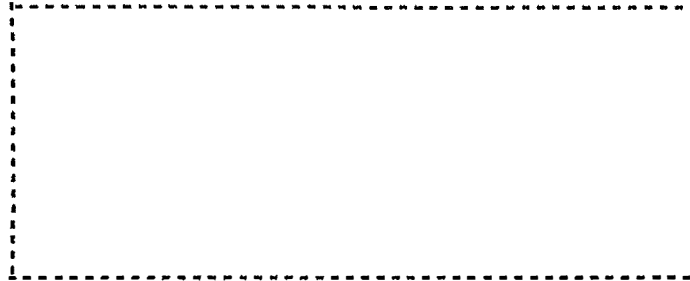
DISCLAIMER

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.

FLOOR PLAN

LEFT SIDE

FRONT



12'

BACK

30'

RIGHT SIDE

SYMBOL LEGEND

---- Open Wall

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.

BUILD #

Eagle Carports

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

Order Form v.12

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

AUTHORIZED DEALER		SHIP TO	
Dealer ID: 00019077-MtA	Name: Robert Brown		
Dealer Name: Ashley Peterson	Install Address: 2330 Trade Winds Drive		
Phone Number: 228-369-5151	City: Gulfport	State: MS	Zip Code: 39553
Order Date: 3-7-2023	County: Hancock	Email: Chukko2@yahoo.com	
Email: vanceaveportable@gmail.com	Cell #: 228-369-9614	Phone #: 228-287-7961	

BUILDING INFO		SIZE	COLOR	ANCHORING & RATING
ROOF STYLE: Regular Style	12' X 30' X 12'	ROOF: Evergreen	INSTALLATION SURFACE: Dirt	
BUILDING TYPE: 3D Builder	WIDTH X FRAME LENGTH X HEIGHT	SIDES/ENDS: Evergreen	GROUND ANCHOR: ☒ YES ☐ NO	
FRAMING GAUGE: ☒ 14 GA. ☐ 12 GA.		TRIM: Evergreen	WIND/ENDW 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 %
Log Height: 12'	1	\$720.00	\$720.00	PRICE
Left Side: 3' Panel (Horizontal)	1	\$180.00	\$180.00	
Left Side J-Trim: Add J-Trim	1	\$52.50	\$52.50	DOWEL 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 & 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 CHECK ☒ CASH

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

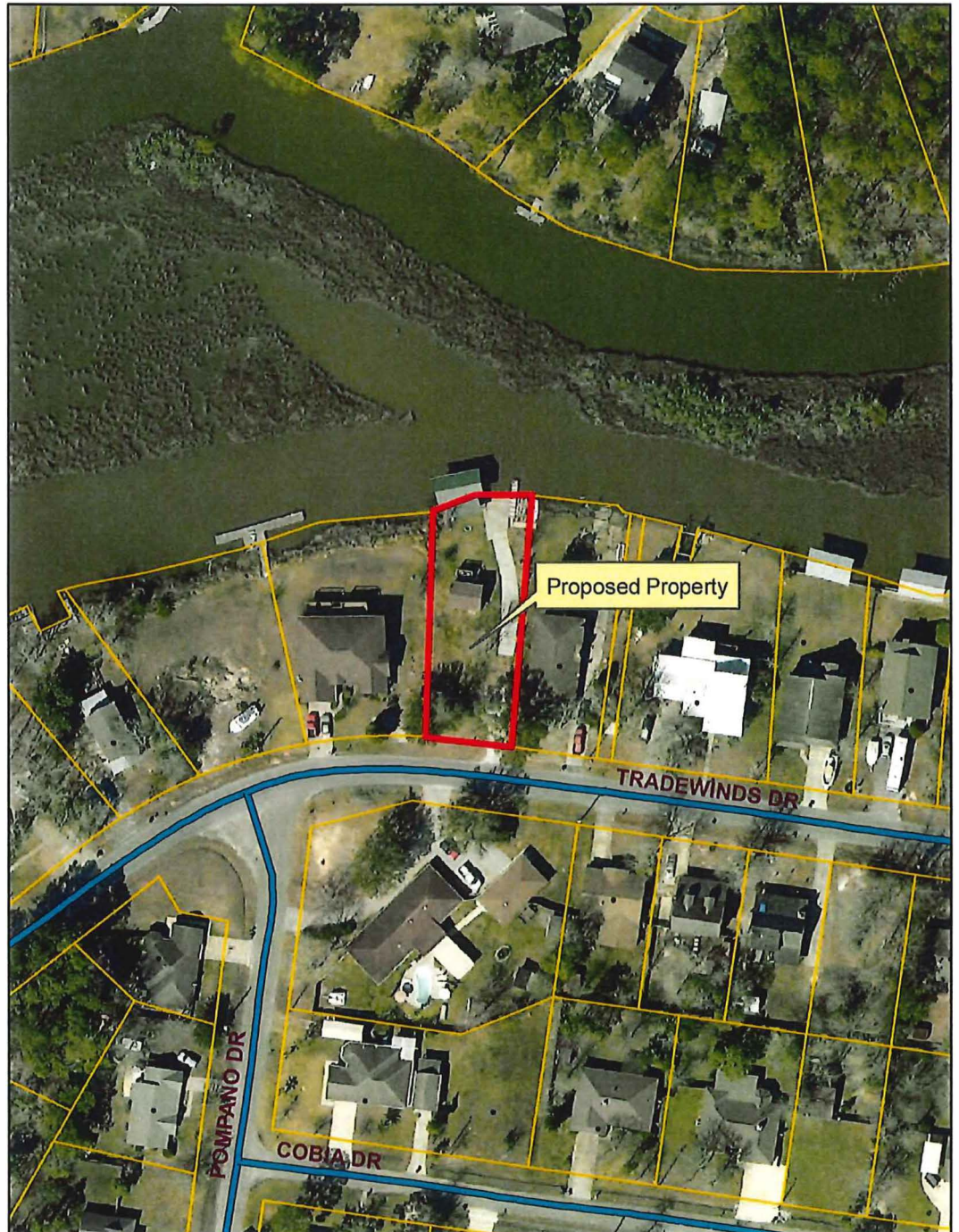


Exhibit B Existing Zoning

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

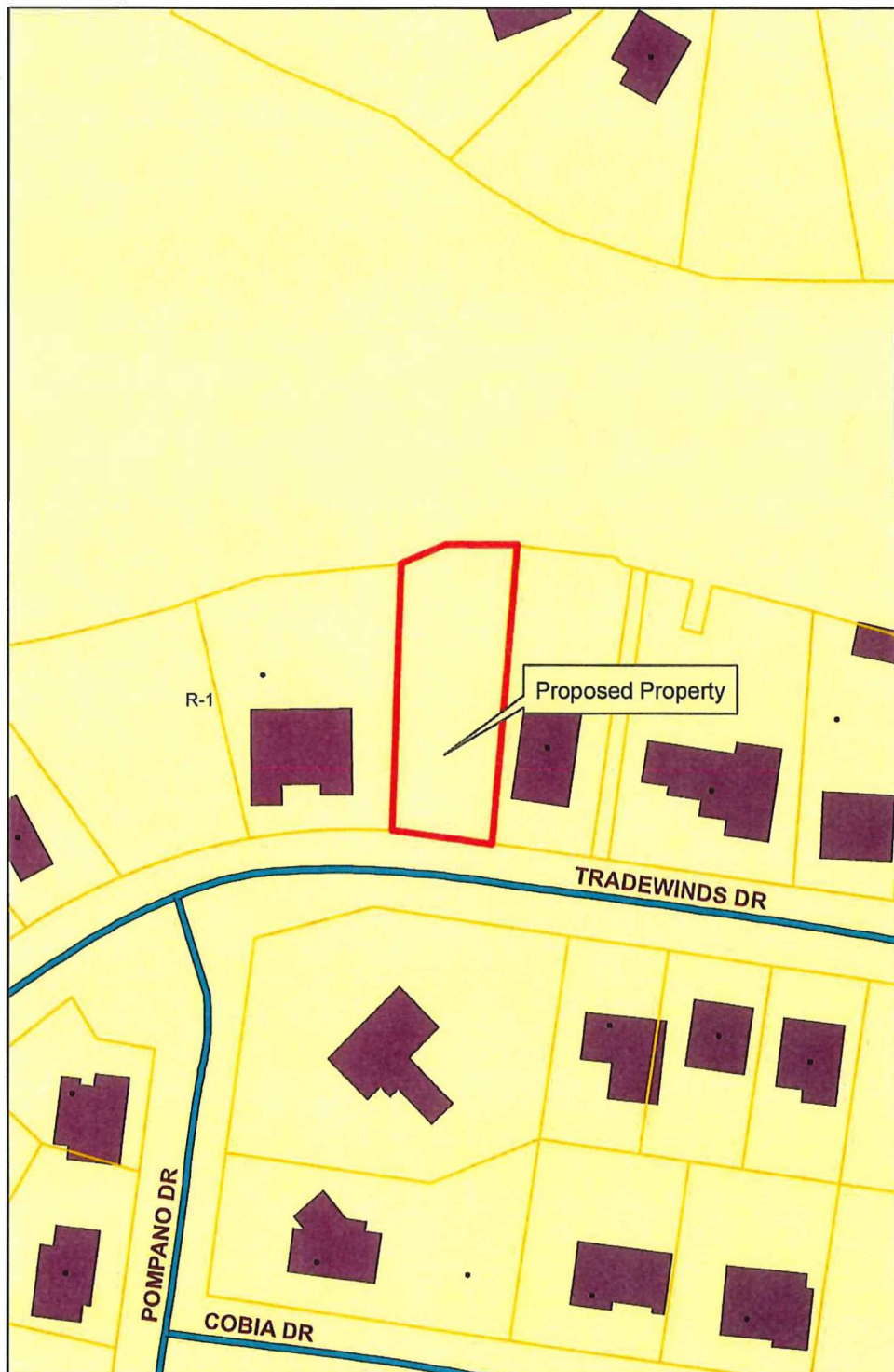


Exhibit C Existing Land-Use

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

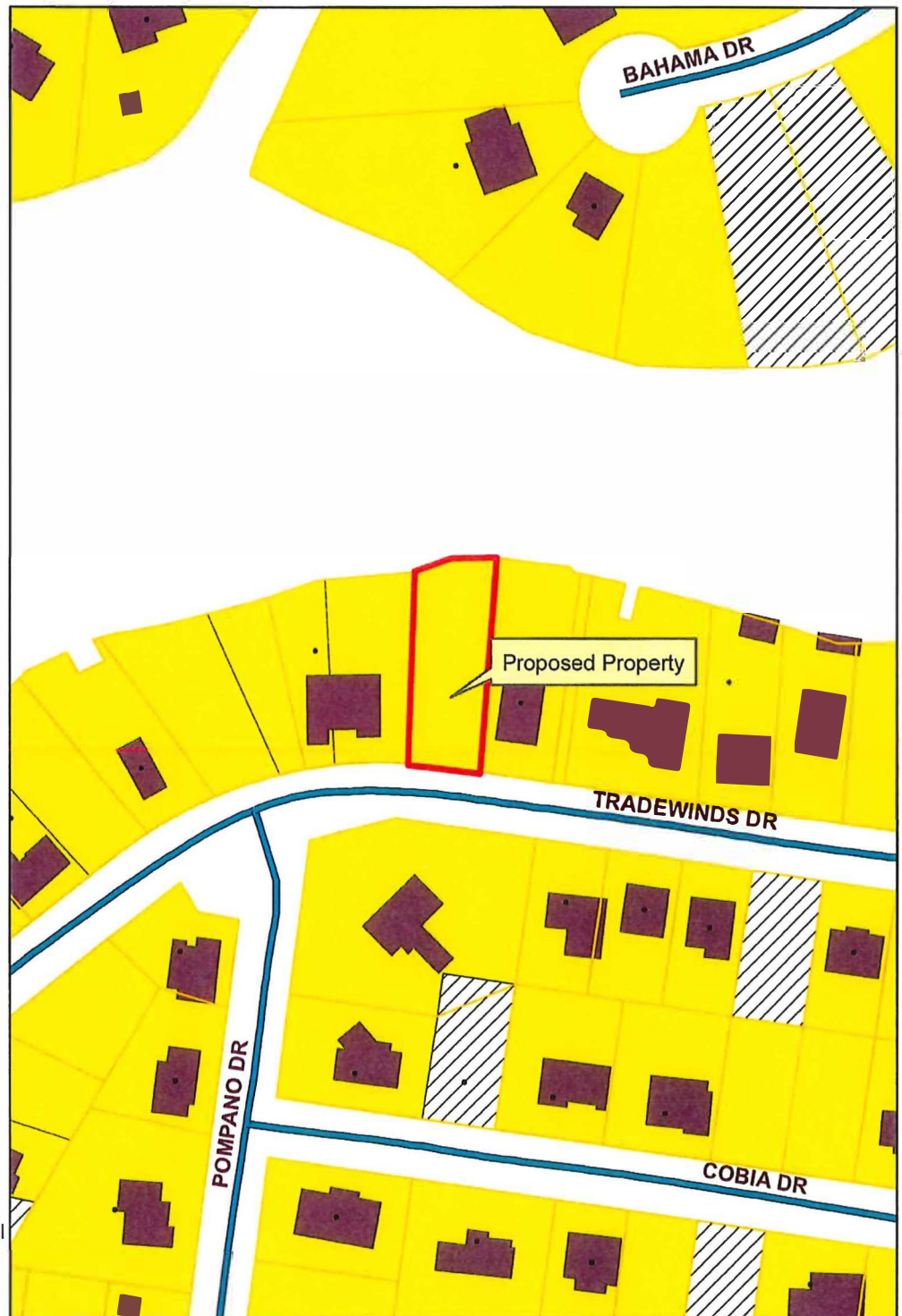


Exhibit D Future Land-Use

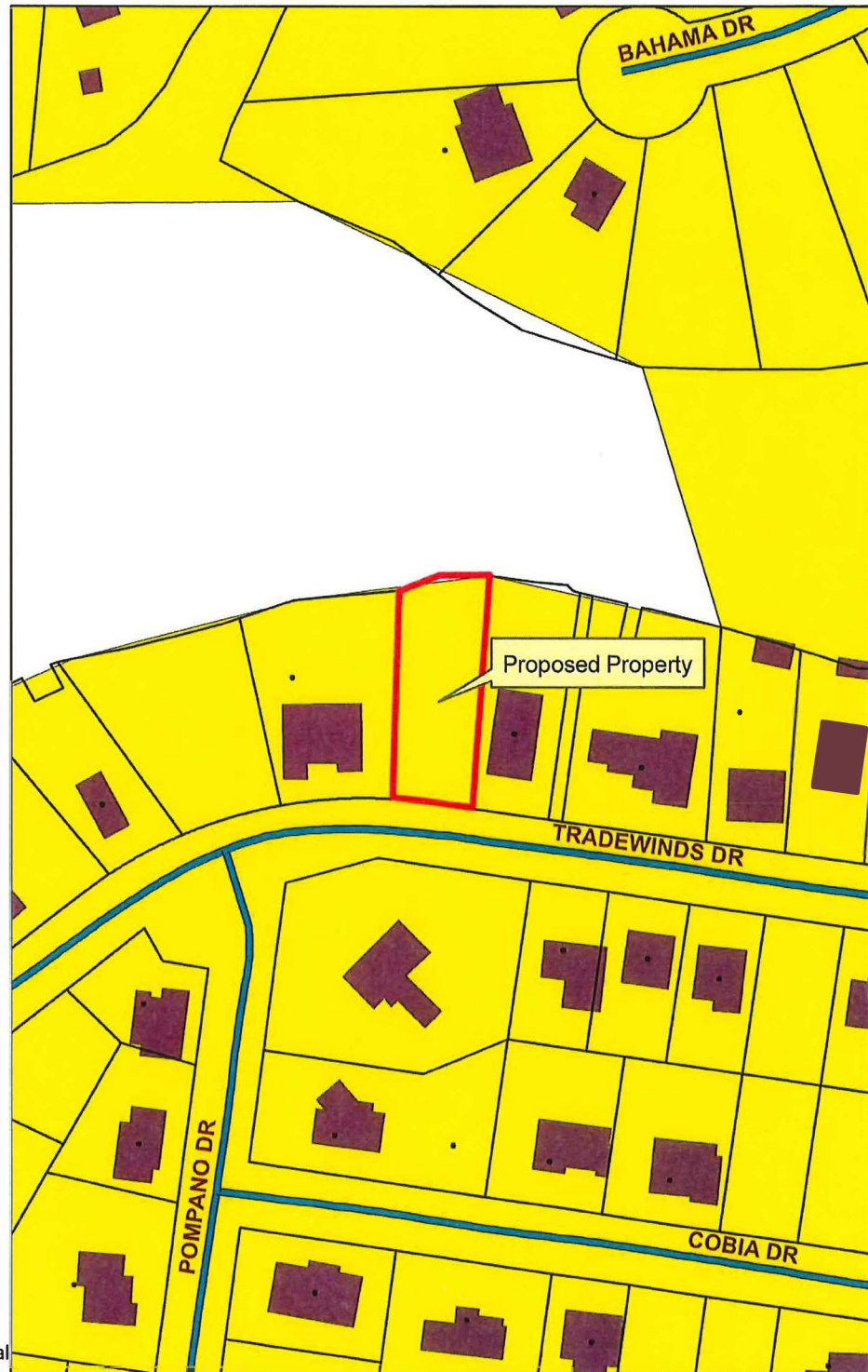
Prepared By:
City of Gautier
Planning Department

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



Councilman Colledge made the motion to authorize the advertisement for Request for Proposals, as presented, for a professional services contract for the operation, maintenance and management of the City of Gautier's department of public works. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 303-2023

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

**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)

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>	20%
<i>Relevant Experience and Past History:</i>	20%
<i>Professional Background and Caliber of Personnel:</i>	20%
<i>Vendor Stability & Solvency:</i>	15%
<i>Proposed Workplan:</i>	25%
<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

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 George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 304-2023

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 George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	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	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	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	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	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	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-24	06/01/2023			270.00
001	SPARKLIGHT	232757	06/20/2023	06/12/2023			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JUN 2023:#107571481		06012023	06/01/2023			149.20
001	SPARKLIGHT	232758	06/20/2023	06/12/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2023:SR BLDG #120793682		06012023	06/01/2023			96.73
001	TEC	232759	06/20/2023	06/12/2023			260.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	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	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAY 2023 ACD CHGS		05312023	06/05/2023			8,400.00
	001-010-696	PHARMACY CHGS		05312023	06/05/2023			5.45
001	BRASS HANGER CLEANERS INC	232763	06/20/2023	06/12/2023			24.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	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	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BOX RAGS(2); WASHER FLUID(12)		305703	05/03/2023			144.00
	001-161-638	SOCKET		305702	05/03/2023			39.95
001	CENTERPOINT ENERGY	232765	06/20/2023	06/12/2023			82.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE: 4/24-5/23/23		11000885-1	05/31/2023			43.69
	001-161-630	SOUTH FIRE: 4/24-5/23/23		11000999-0	05/31/2023			38.45

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	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	

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	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			Invoice #	Date	P.O.	Amount	
	RT STRAP; LT STRAP; BK PLATE			218183	06/06/2023			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			Invoice #	Date	P.O.	Amount	
	MAY 03 2023 MAINT			4154301540	05/03/2023			109.31
	MAY 10 2023 MAINT			4155002956	05/10/2023			109.31
	MAY 17 2023 MAINT			4155707261	05/17/2023			109.31
	MAY 24 2023 MAINT			4156415090	05/24/2023			109.31
001	DIRECTV LLC Account Number 001-161-698	232794	06/20/2023	06/14/2023			160.00	
	Description			Invoice #	Date	P.O.	Amount	
	WEST STN: 022727663 (JUL)			X230614	06/14/2022			160.00
001	CIVICPLUS INC Account Number 001-092-606	232795	06/20/2023	06/14/2023			8,960.00	
	Description			Invoice #	Date	P.O.	Amount	
	CIVIC ENGAGE CENTRAL ANNUAL			264031	08/16/2023			8,960.00
001	46 ENTERTAINMENT INC Account Number 001-021-688	232796	06/20/2023	06/14/2023			6,500.00	
	Description			Invoice #	Date	P.O.	Amount	
	CONSULTANT SERVICES			1784	06/05/2023			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			Invoice #	Date	P.O.	Amount	
	MAY 2023 COURT ASSESSMENTS			05312023	06/01/2023			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			Invoice #	Date	P.O.	Amount	
	MAY 2023 SPECIAL ASSESSMENTS			05312023	06/01/2023			1,537.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	232799	06/20/2023	06/14/2023			658.00	
	Description			Invoice #	Date	P.O.	Amount	
	MAY 2023 INTERLOCK FEES			05312023	06/01/2023			658.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	232800	06/20/2023	06/14/2023			25.00	
	Description			Invoice #	Date	P.O.	Amount	
	MAY 2023 STATE ASSESSMENT			05312023	06/01/2023			25.00
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	232802	06/20/2023	06/14/2023			127.30	
	Description			Invoice #	Date	P.O.	Amount	
	MAY 2023 4254VNBSY			3094512764	05/31/2023			127.30
001	JACKSON COUNTY CHAMBER OF COMMERCE Account Number 001-021-643	232803	06/20/2023	06/14/2023			2,500.00	
	Description			Invoice #	Date	P.O.	Amount	
	FY 2023 DUES			32899	01/31/2023			2,500.00

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	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 SIDEBRK 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

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	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 FIREHWK 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

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	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 ATL	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

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	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/SOHE 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

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
130	GULF BREEZE CONSTRUCTION INC	232809	06/20/2023	06/14/2023			52,213.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 26.15%		13	06/07/2023			52,213.37
FUND TOTAL 130 Claims	to	Checks	1 Total	52,213.37 Manual		Held		Total 52,213.37

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
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

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
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

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
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

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
172	JACKSON-GEORGE REGIONAL LIBRARY	232801	06/20/2023	06/14/2023			3,093.12	
	Account Number 172-350-650	Description LIBRARY SUPPORT		Invoice # MAY 2023	Date 05/22/2023	P.O.	Amount	3,093.12
FUND TOTAL 172 Claims		to	Checks	1 Total	3,093.12 Manual	Held	Total	3,093.12

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	SHIELDS SEPTIC TANKS INC	232762	06/20/2023	06/12/2023			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	PUMP STN MAINT/REPR		27562	06/06/2023			600.00
176	LOWES HOME CENTERS INC	232774	06/20/2023	06/13/2023			458.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	MASTERLK HD LOCK(2): SHOP/GATE		901048	04/26/2023			37.96
	176-170-586	REPL LTSWCH 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	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	TTD SYP POST(11): LCBN DR		05242023	05/25/2023			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	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MAY 2023 BOX RENTAL FEE		677467	05/31/2023			50.00
176	CAN'T MISS EMBROIDERY	232826	06/20/2023	06/15/2023			155.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-535	EMBROIDER REC/LOGO: SHIRT(27)		28077	06/08/2023	230927		155.25
176	REYNOLDS WHOLESALE CO	232828	06/20/2023	06/15/2023			606.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-510	6/1 GALLON BLEACH (2)		74625	06/06/2023	230922		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	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	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

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	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 MONTHLY SERVICES		Invoice # 2284972276	Date 06/06/2023	P.O.	Amount	69.76
400	COG DEPOSITORY ACCOUNT	232823	06/20/2023	06/15/2023			15,918.93	
	Account Number 400-000-104	Description TR DMR WIRE: FUND 176		Invoice # 06142023	Date 06/14/2023	P.O.	Amount	15,918.93
400	GRAINGER	232832	06/20/2023	06/15/2023			531.48	
	Account Number 400-651-581	Description 3UK68 SOLENOID VLV: SALT TNK		Invoice # 9727389521	Date 06/02/2023	P.O. 230880	Amount	322.98
	Account Number 400-651-581	Description 1AKU4 VLV REBUILD KIT:SALT TNK		Invoice # 9727389521	Date 06/02/2023	P.O. 230880	Amount	208.50
400	COGENT STRATEGIES LLC	232849	06/20/2023	06/15/2023			7,500.00	
	Account Number 400-650-601	Description PROF FEES: 06/6/23-07/5/23		Invoice # 3104	Date 06/15/2023	P.O.	Amount	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	232813	06/20/2023	06/14/2023			106,315.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	MAY 2023 RES GARBAGE (6317)		0001310564	05/31/2023		106,315.11	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,315.11	Manual		Held	Total 106,315.11

Docket of Claims
Release date from 06/20/2023 thru 06/20/2023

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

Councilman Colledge made the motion to approve consent agenda items 1- 11, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 305-2023

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

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

Motion was made by **Councilman Colledge**, seconded by **Councilman Gollott**, 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 20, 2023.

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

ORDER NUMBER 306-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held 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 **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 20, 2023.

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

ORDER NUMBER 307-2023

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 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 20, 2023.

**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.

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

ORDER NUMBER 308-2023

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 **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 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	24	

New Business May 2023			
Business Name	Business Address	Business Phone	Business Description
Fur Bables Self Serve Pet Wash, LLC	1625 Hwy 90 East Suite A	228-218-7671	Self Serve Pet Wash

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

ORDER NUMBER 309-2023

WHEREAS, the City of Gautier Youth Football League will 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 **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 20, 2023.

FURLAN'S MARINE INC

PH. 228-497-7444
4359 OLD SPANISH TRAIL
GAUTIER, MS 39553

06-2008

16703

85-369/855
74

DATE 5-25-03

PAY
TO THE
ORDER OF

Gautier Youth Football
five hundred & 00/100

\$ 500 ⁰⁰

DOLLARS



HANCOCK
WHITNEY

Photo
Safe
Deposit
Details on back

FOR

Team sponsorship

Lise Furler

⑈016703⑈

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

ORDER NUMBER 310-2023

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 **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 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, LLCTM 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

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

ORDER NUMBER 311-2023

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 **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 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

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

ORDER NUMBER 312-2023

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 **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 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.

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

ORDER NUMBER 313-2023

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 **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 20, 2023.

JUNE 2023 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR 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							

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

ORDER NUMBER 314-2023

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 **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 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	Piquette, 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					
	SLSO	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
	SLS CO	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

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

ORDER NUMBER 315-2023

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 **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 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
	SLSO	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	Knowville, TN	7	9	9	9	9
	TFR Enterprises, Inc.	Leander, TX	8	7	8	8	9
	Integrated Solutions Consulting	Edwardsville, IL	6	7	7	7	8
SERVICES & SUPPLIES	SLSO	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	Metalrie, 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					
	SLSO	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

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

ORDER NUMBER 316-2023

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 **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 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.

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
	SLSO	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
	SLSO	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

Councilman Jackson made the motion to adjourn until July 5, 2023, at 6:30pm.
Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 5, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

July 5, 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 Burnham-McKinney Pharmacy for \$250 and Aztecas 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 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 Burnham-McKinney Pharmacy (\$250) and Aztecas (\$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 July 5, 2023.

PURITY



ACCURACY

BURNHAM-McKINNEY PHARMACY STORE NO. 3, L.L.C. 3-96

2525 HIGHWAY 90
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-4483

HANCOCK BANK
MOSS POINT, MISSISSIPPI

85-368/655 80

0025029

6/9/2023

PAY TO THE
ORDER OF

Gautier Youth Football

\$**250.00

Two Hundred Fifty and 00/100*****

DOLLARS

Gautier Youth Football
3330 Highway 90
Gautier, MS 39553

BURNHAM McKINNEY PHARMACY STORE NO. 3, L.L.C.

VOID AFTER 90 DAYS

John McKinney

MEMO Digital-\$250 LogoOnWebsite/1perS



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

0025029 06550368 01 0480334

BURNHAM-McKINNEY PHARMACY STORE NO. 3, L.L.C.

Gautier Youth Football

0025029

6/9/2023

Date Type Reference
5/25/20 Bill 2023

Original A Balance Du Discou
250.00 250.00

Payment
250.00
Check Amou. 250.00

HANCOCK BANK- Digital-\$250 LogoOnWebsite/1pe

250.00

0025022

WASHCOCK BANK
MORTGAGE DEPARTMENT
22222222

BURNHAM WILKINSON PHARMACY STORE NO. 2, L.L.C.
3222 Highway 22
Gautier, MS 38922
PHONE: 222-2222



01/1/2023

\$ 250.00

GAUTIER YOUTH CENTER

PAY TO THE ORDER OF

Two Hundred & No/100th and 00/100th

Gautier Youth Center
3222 Highway 22
Gautier, MS 38922

BURNHAM WILKINSON PHARMACY STORE NO. 2, L.L.C.
VOID AFTER 70 DAYS

[Signature]

01/1/2023 2:00 PM

0025022

0025022

BURNHAM WILKINSON PHARMACY STORE NO. 2, L.L.C.
01/1/2023

Payment
250.00
250.00

Official A Balance Du Debiton
250.00 250.00
Check Amount

Date Type Reference
01/1/2023

250.00

WASHCOCK BANK - 01/1/2023 2:00 PM

AZTECAS GAUTIER

2405 Highway 90
Gautier, MS 39553
(228) 497-2100

HANCOCK BANK
61-661/651

12987

6/20/2023

PAY TO THE
ORDER OF

Gautier Youth Football

\$ **500.00

Five Hundred and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD

Gautier Youth Football



MEMO

⑈012987⑈ ⑆065106619⑆

AZTECAS GAUTIER

Gautier Youth Football

6/20/2023

12987

500.00

Hancock

500.00

[REDACTED]

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

July 5, 2023
Receive May 2023 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive May 2023 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 May 2023 is 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 July 5, 2023.

MAY 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,531,622.68
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,214,267.13
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,506,579.42
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$97,823.95
U S Justice Equitable Sharing	Depository Account	157-000-001	\$78,604.70
Fire Protection Fund	Depository Account	160-000-001	\$278,459.28
Tidelands Grant	Depository Account	171-000-001	\$15,631.01
Library Support Fund	Depository Account	172-000-001	\$3,093.12
Shepard State Park Fund	Depository Account	176-000-001	\$61,788.26
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	\$300,470.38
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,169,000.97
General Depository Reconciled Cash Balance			\$11,169,000.97

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	(\$354,739.20)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,203,039.40
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			\$2,895,862.73
Enterprise Reconciled Cash Balance			\$2,892,103.05

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,168,806.63
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,457,991.24
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$166,479.61
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$724,571.05
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,665.23
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,665.23
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,012,652.86
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,004,589.72
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$1,062,438.70
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,282,829.97
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$19,666.03
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	\$3,495,177.45
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$170,703.78
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,421.11
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$925,113.46
Total Bond & Restricted Reconciled Cash Balances			\$15,848,095.09

**MAY 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	MAY 2023	Balance	66.66% % to date
General Fund Revenues	11,250,849.00	8,600,398.33	2,650,450.67	76.4%
Expenditures:				
001 Legislative	265,541.00	185,391.30	80,149.70	69.8%
010 City Court	340,660.00	214,957.82	125,702.18	63.1%
021 City Manager	336,800.00	153,599.85	183,200.15	45.6%
022 Human Resources	76,928.00	47,415.69	29,512.31	61.6%
040 City Clerk	505,751.00	318,870.24	186,880.76	63.0%
060 City Attorney	160,000.00	95,773.90	64,226.10	59.8%
090 Economic Dev - Planning	521,675.00	316,400.37	205,274.63	60.6%
092 Building & General Expenses	1,321,000.00	698,756.40	622,243.60	52.8%
094 Grants & Project Admin	235,608.00	147,372.08	88,235.92	62.5%
100 Police	3,165,971.00	1,777,439.72	1,388,531.28	56.1%
161 Fire	3,024,807.00	1,876,976.92	1,147,830.08	62.0%
170 Recreation	823,599.00	455,829.51	367,769.49	55.3%
201 PW: Streets	381,300.00	119,049.01	262,250.99	31.2%
205 PW: Maintenance	393,295.00	197,875.65	195,419.35	50.3%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	882,540.00	239,566.25	642,973.75	27.1%
General Fund Expenditures	12,522,929.00	6,932,728.26	5,590,200.74	55.3%
<i>Total Operating Expenditures</i>	10,883,155.00	6,363,715.22	4,519,439.78	
<i>Total Capital Outlay Expenditures</i>	579,741.00	193,816.25	385,924.75	
<i>Total Debt Service</i>	177,493.00	135,630.54	41,862.46	
<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	6,932,728.26	5,590,200.74	
<i>Personnel</i>	7,483,099.00	4,749,643.60	2,733,455.40	
<i>Supplies</i>	749,211.00	329,536.17	419,674.83	
<i>Other Services</i>	2,650,845.00	1,284,535.45	1,366,309.55	
<i>Capital Outlay</i>	579,741.00	193,816.25	385,924.75	
<i>Debt Service</i>	177,493.00	135,630.54	41,862.46	
<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	6,932,728.26	5,590,200.74	

**MAY 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of MAY 2023	Balance	66.66% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	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	1,130,120.84	2,497,667.16	31.1%
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	269,007.31	4,612,603.34	5.5%
Expenditures	6,888,697.89	1,020,934.26	5,867,763.63	14.8%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	223,811.24	52,583.86	80.9%
157 US Justice Equitable Sharing				
Revenues	0.00	8,939.72	(8,939.72)	
Expenditures	80,762.65	16,617.67	64,144.98	20.5%
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	129,278.11	695,592.19	15.6%
Expenditures	819,802.40	108,579.20	711,223.20	13.2%
172 Library Support Fund				
Revenues	126,031.00	111,252.37	14,778.63	88.2%
Expenditures	126,031.00	111,727.90	14,303.10	88.6%
176 Shepard State Park				
Revenues	241,905.00	120,281.38	121,623.62	49.7%
Expenditures	278,715.00	119,142.13	159,572.87	42.7%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	4,452.79	(4,452.79)	
Expenditures	1,500,000.00	46,720.00	1,453,280.00	3.1%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	192,413.20	96,348.80	66.6%
Expenditures	288,119.00	288,118.76	0.24	99.9%

**MAY 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of MAY 2023	Balance	66.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	11,060.28	(405.28)	103.8%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	256,406.90	128,739.10	66.5%
Expenditures	376,638.00	376,637.50	0.50	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,385.72	(530.72)	104.8%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,155.44	88,101.56	70.4%
Expenditures	298,157.00	227,115.63	71,041.37	76.1%
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	467,243.41	(208,243.41)	180.4%
Expenditures	8,142,015.35	1,140,137.72	7,001,877.63	14.0%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	3,539.73	(1,639.73)	186.3%
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	12,696.55	312,867.09	3.8%
Expenditures	5,123,657.43	1,296,743.50	3,826,913.93	25.3%

**MAY 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of MAY 2023	Balance	66.66% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	1,040,809.06	1,397,857.44	42.6%
Expenditures	2,438,666.50	1,373,081.76	1,065,584.74	56.3%
404 Solid Waste Fund				
Revenues	1,592,640.00	1,064,817.45	527,822.55	66.8%
Expenditures	1,605,000.00	861,186.90	743,813.10	53.6%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	3,969.06	(3,924.06)	8820.1%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	761.54	(311.54)	169.2%
Expenditures	0.00	0.00	0.00	

**MAY 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	MAY 2023	Balance	66.66% % to date
Utility Fund Revenues	9,100,000.00	6,273,231.09	2,826,768.91	68.9%
Administration	3,095,272.00	2,154,612.95	940,659.05	69.6%
Water & Sewer O & M	3,976,359.00	2,409,386.71	1,566,972.29	60.5%
Debt Service	1,065,477.00	522,781.13	542,695.87	49.0%
Transfers	1,793,564.00	868,000.00	925,564.00	48.3%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	5,954,780.79	4,175,891.21	58.7%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>4,503,136.32</i>	<i>2,396,494.68</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>60,863.34</i>	<i>111,136.66</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>522,781.13</i>	<i>542,695.87</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>868,000.00</i>	<i>925,564.00</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>5,954,780.79</i>	<i>4,175,891.21</i>	
<i>Personnel</i>	<i>541,083.00</i>	<i>350,948.85</i>	<i>190,134.15</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>151,609.51</i>	<i>161,390.49</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>4,000,577.96</i>	<i>2,044,970.04</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>60,863.34</i>	<i>111,136.66</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>522,781.13</i>	<i>542,695.87</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>868,000.00</i>	<i>925,564.00</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>5,954,780.79</i>	<i>4,175,891.21</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

July 5, 2023
Approval of a Lighting Services – Standard Lease Agreement with Mississippi Power for the Town Commons Amphitheater outdoor lighting

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of a Lighting Services – Standard Lease Agreement with Mississippi for the Town Commons Amphitheater outdoor lighting.

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 requires outdoor lighting for the Town Commons Amphitheater; and

WHEREAS, Mississippi Power has proposed to install fixtures, brackets and miscellaneous materials to provide power for the Town Commons Amphitheater Outdoor Lighting pursuant to the attached agreement; and

WHEREAS, the service charge for installation and leasing will be \$4,972.00 per month for 84 months; and

WHEREAS, the Mayor and City Council finds that approval of the attached agreement is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Lighting Services – Standard Lease Agreement with Mississippi Power 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 July 5, 2023.

Lighting Services - Standard Lease Agreement



Customer Legal Name: City of Gautier DBA: Town Commons (Amphitheatre)
 Service Address: _____
 Mailing Address: 3330 Highway 90, Gautier, MS 39553 County: _____
 Email: _____ Tel: _____ Alt Tel: _____
 Tax ID #: _____ CSS Acct # if Existing Customer: _____
 Job Order #: _____ GWO #: _____
 Offer Period: 4/17/2023 - good for 90 days
 Type Customer ☐ Commercial ☐ Industrial ☒ Governmental
 Business Description (Apartment Complex, Restaurant, Ball-field, etc.): Outdoor Lighting

Install - Selected Components		
Quantity	Item	Description
12	LED Fixture	32,000+ Lumens Area Type 4 Black
16	LED Fixture	18,000+ Lumens Navion Type 4 Black
24	Misc. Material	Bollard Anchor Bolts
24	LED Fixture	Bolted Base Arbor Bollard Black
24	Bracket	2x12 Single slip fit Black
2	Bracket	180° Double slip fit Black
26	Aluminum Pole	35' DB Aluminum Pole Black Black
8623	Wire	1/0 UG quad
1383	Wire	#12 Triplex
50	Misc. Material	Ground Rod
202	Misc. Material	Submersible Connectors
500	Conduit	2" Flex
47	Pedestal	SL Pedestal
50	Misc. Material	Fuse Holder
50	Misc. Material	Midget Fuse
1	Misc. Material	Wall Controls

Upfront Customer Payment Amount \$0.00
 Monthly Lease Payment \$ 4,972.00 *(Excludes applicable sales tax)
 Term (Months) 64

Project Notes:

Customer installed 1,570' of 2" conduit from building to first pedestal. Assuming conduit is free of damage and useable.
Customer to provide breakers and panels for lighting circuits as well as space and equipment needed to terminate in breakers.

Customer agrees to this Lighting Services Agreement with Mississippi Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing MPC assets, and/or Customer Owned assets as needed to provide the Service.

Customer's Authorized Signature:

Signature: _____
 Print Name: _____
 Print Title: _____
 Date: _____

Mississippi Power Company:

Signature: _____
 Print Name: Giff Ormes
 Print Title: Marketing and Sales Director
 Date: _____

- 1 **Lighting Equipment License.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party of least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4070, Gulfport, MS 39502-4070. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. **CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.**
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). **IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.**
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-658-1838. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be considered to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or act of circumstance that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** **CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY.** MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g., address, phone number, etc.) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-658-1838 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
- a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e., 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
- b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g., gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
- c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground obstructions, buried waste, unstable or unstable soil, underground obstruction, archaeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

July 5, 2023
Authorization to enter into Modification #1 to a
Subaward Agreement with the Mississippi
Department of Environmental Quality for the
Citywide Lift Station Upgrades Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into Modification #1 to a Subaward Agreement with the Mississippi Department of Environmental Quality for the Citywide Lift Station Upgrades 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) manages the program and produces Rules and Regulations as to the administration of the program, disburses funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project; and

WHEREAS, throughout the process of developing and implementing the MCWI Grant Program, MDEQ has sought to take proactive measures to ensure that funds spent on MCWI Projects are in compliance with the state and federal law; and

WHEREAS, MDEQ regularly performs reviews of its MCWI regulations and Subaward Agreements to determine if any revisions are required and has recently determined that an amendment to the Subaward Agreement is required and necessary; and

WHEREAS, the Mayor and Council hereby find that entering the attached modification to the 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 attached modification to the Subaward Agreement 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 July 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: June 27, 2023
Subject: MCWI Citywide Lift Station Upgrades Project – Subaward Agreement Title VI Modification 331 Amendment

REQUEST:

The Grants and Projects Department requests City Council approval to enter into a subaward agreement Title VI modification amendment, compliance with the Civil Rights Act of 1964 and Treasury's Assurance of Compliance with the Mississippi Department of Environmental Quality and Mississippi Municipality and County Water Infrastructure for the Citywide Lift Station Upgrades 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) manages this program. MDEQ produced Rules and Regulations as to the administration of the program, disburses funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

Throughout the process of developing and implementing the MCWI Grant Program, MDEQ has sought to take proactive measures to ensure that funds spent on MCWI Projects are in compliance with state and federal law. As such, MDEQ regularly performs reviews of its MCWI regulations and Subaward Agreements to determine if any revisions are required. The agency believes such "look back" activities and program revisions are necessary in order to protect both the State and the MCWI Grant Subrecipients from the potential clawback of funds by the U.S. Department of Treasury ("Treasury"). To that end, MDEQ has recently determined that an amendment to the Subaward Agreement is required and necessary.

DISCUSSION:

Each subrecipient will review and execute a Subaward Agreement Amendment that MDEQ believes is a component that helps ensure compliance with Title VI of the Civil Rights Act of 1964 and Treasury's Assurance of Compliance document that the State, NEUs, Counties and Municipalities executed upon receipt of ARPA funds.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve entering into a sub-award agreement Title VI modification amendment, compliance with the Civil Rights Act of 1964 and Treasury's Assurance of Compliance with the Mississippi Department of Environmental Quality and Mississippi Municipality and County Water Infrastructure for the Citywide Lift Station Upgrades Project.

The City Council may:

1. Authorize approval of the sub-award agreement modification amendment as presented; or
2. Not authorize approval of the sub-award agreement modification amendment.

ATTACHMENT(S):

Sub-award Agreement modification amendment

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 331-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 CFR 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 3rd day of March, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

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.¹

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).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Paula Yancey
Signature of Authorized Representative

Paula Yancey
Printed Name

Title

Date

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 #6
Fact Sheet

Council Meeting:
Title:

July 5, 2023
Authorization to enter into Modification #1 to a
Subaward Agreement with the Mississippi
Department of Environmental Quality for the
Sanitary Sewer Mains Rehabilitation -
College Park, Guillotville Rd, and Valleywood
Subdivisions Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into Modification #1 to a Subaward Agreement with the Mississippi Department of Environmental Quality for the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Rd, and Valleywood Subdivisions 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) manages the program and produces Rules and Regulations as to the administration of the program, disburses funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Rd, and Valleywood Subdivisions Project; and

WHEREAS, throughout the process of developing and implementing the MCWI Grant Program, MDEQ has sought to take proactive measures to ensure that funds spent on MCWI Projects are in compliance with the state and federal law; and

WHEREAS, MDEQ regularly performs reviews of its MCWI regulations and Subaward Agreements to determine if any revisions are required and has recently determined that an amendment to the Subaward Agreement is required and necessary; and

WHEREAS, the Mayor and Council hereby find that entering the attached modification to the 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 attached modification to the Subaward Agreement 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 July 5, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: June 27, 2023
Subject: MCWI Sanitary Sewer Main Rehabilitation Project – Subaward Agreement Title VI Modification 337 Amendment

REQUEST:

The Grants and Projects Department requests City Council approval to enter into a subaward agreement Title VI modification amendment, compliance with the Civil Rights Act of 1964 and Treasury's Assurance of Compliance with the Mississippi Department of Environmental Quality and Mississippi Municipality and County Water Infrastructure for the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Road, and Valleywood Subdivisions 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) manages this program. MDEQ produced Rules and Regulations as to the administration of the program, disburses funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Station Upgrades Project.

Throughout the process of developing and implementing the MCWI Grant Program, MDEQ has sought to take proactive measures to ensure that funds spent on MCWI Projects are in compliance with state and federal law. As such, MDEQ regularly performs reviews of its MCWI regulations and Subaward Agreements to determine if any revisions are required. The agency believes such "look back" activities and program revisions are necessary in order to protect both the State and the MCWI Grant Subrecipients from the potential clawback of funds by the U.S. Department of Treasury ("Treasury"). To that end, MDEQ has recently determined that an amendment to the Subaward Agreement is required and necessary.

DISCUSSION:

Each subrecipient will review and execute a Subaward Agreement Amendment that MDEQ believes is a component that helps ensure compliance with Title VI of the Civil Rights Act of 1964 and Treasury's Assurance of Compliance document that the State, NEUs, Counties and Municipalities executed upon receipt of ARPA funds.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve entering into a subaward agreement Title VI modification amendment, compliance with the Civil Rights Act of 1964 and Treasury's Assurance of Compliance with the Mississippi Department of Environmental Quality and Mississippi Municipality and County Water Infrastructure for the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Road, and Valleywood Subdivisions Project.

The City Council may:

1. Authorize approval of the sub-award agreement modification amendment as presented; or
2. Not authorize approval of the sub-award agreement modification amendment.

ATTACHMENT(S):

Sub-award Agreement modification amendment

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 337-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 CFR 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 3rd day of March, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

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.¹

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).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Paula Yancey
Signature of Authorized Representative

Paula Yancey
Printed Name

Title

Date

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, MISSISSIPPI
STUDY AGENDA
July 5, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
