AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 7, 2026 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).

2. Ward 4 Listening Session will be Tuesday, April 14th, from 6pm until 7pm at Liberty Church.

3. Tasty Thursday will be April 23rd, starting at 11am at Gautier Town Commons.

4. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.

IV. Presentation Agenda

1. Child Abuse Awareness Month Proclamation

V. Business Agenda

1. Consideration for Abatement at 7437 Fish Hawk, Gautier, MS

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

2. Consideration for Abatement at 2304 Briargate, Gautier, MS

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

3. Consideration for Abatement at 1424 Hwy 90, Gautier, MS

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

4. 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 March 17, 2026 and Special Call Meeting held March 27, 2026**

2. **Receive February 2026 Finance Reports**

3. **Approval of water and sewer adjustments for April 2026 in the amount of $14,756.02**

4. **Authorization to remove broken furniture and equipment from the City of Gautier's Inventory**

5. **Authorization to Acknowledge Bid and Award Contract for Section 592 West Park Drainage Improvement Project.**

6. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Host Site and Gravel Installation Project**

7. **Approve the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building Water Line Replacement Project**

8. **Approval to accept monetary donations for the City of Gautier's Jamal Roberts Concert**

9. **Approve the Notice of Termination for the Rental Agreement at 2808 Highway 90**

10. **Approval of the Contract for Musical Services with Unfazed Show & Band LLC**

11. **Approval of the Contract for Musical Services with Party at the Moontower**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until April 21, 2026 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 7, 2026

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).**

2. **Ward 4 Listening Session will be Tuesday, April 14th, from 6pm until 7pm at Liberty Church.**

3. **Tasty Thursday will be April 23rd, starting at 11am at Gautier Town Commons.**

4. **City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.**

NOTES:

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!



4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

City of Gautier

EARTH DAY CELEBRATION!

GAUTIER
MISSISSIPPI



Art Work
Created By
Jimmy Gutierrez
Gautier Elementary

Friday, April 17, 2026

Shepard State Park

9:00 am - 3:00 pm

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

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 7, 2026

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Child Abuse Awareness Month Proclamation**

NOTES:

CITY OF GAUTIER
PROCLAMATION

A Proclamation Recognizing Child Abuse Awareness Month

WHEREAS, all children deserve safe, stable, and nurturing environments in which to grow and thrive; and

WHEREAS, early childhood experiences have a lasting impact on lifelong health, development, and well-being; and

WHEREAS, positive childhood experiences, including supportive relationships and safe environments, help prevent trauma and promote resilience; and

WHEREAS, child abuse and neglect can have long-term effects on individuals, families, and communities; and

WHEREAS, prevention is possible through community collaboration among families, educators, healthcare providers, law enforcement, faith-based organizations, and local leaders; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about what families need before they are in crisis and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

NOW, THEREFORE, I, Mayor Casey Vaughan and the Council of the City of Gautier, Mississippi, do hereby proclaim April 2026 as:

Child Abuse Awareness Month

IN WITNESS THEREOF, I have unto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 7th of April, 2026.

Mayor Casey Vaughan

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Consideration for Abatement at 7437 Fish Hawk, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 7437 Fish Hawk, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, after proper notice, on or about April 7, 2026, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 7437 Fish Hawk, 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 uncleanliness as to be a menace to public health, safety, and welfare of the community; and

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 property located at 7437 Fish Hawk, Gautier, MS 39553, by removing all rubbish, trash/debris, vehicle parts, and inoperable vehicles on 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 April 7, 2026.

To: Carlos Moulds, City Manager
From: Babs Logan, Planning Technician
Date: 03/25/2026
Subject: Consider Abatement on 7437 Fish Hawk, Gautier, MS (Arthur Regans/JDS Pelican LLC)

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 comments regarding staff's recommendation to clean the property, to remove the debris and all salvaged vehicles from the blighted and unsafe property at 7437 Fish Hawk.

BACKGROUND:

DISCUSSION:

Since June 2023, the Code Enforcement Office has opened three separate cases concerning the property 7437 Fish Hawk. The cases are for its ongoing use as a blighted salvage yard. Initially, about four inoperable vehicles were stored on the tenant's residential lot. Since late last year, the situation has escalated significantly, with an estimated twelve additional salvaged vehicles placed on a vacant lot directly across the street.

Two citizen complaints have been received stating that the property is being used for the scrapping of junk vehicles. Photographic evidence collected by Code Enforcement substantiates these claims and documents the continued accumulation of inoperable vehicles and associated debris.

The property owner, who resides outside the state of Mississippi, has failed to respond to any of the three notices issued by Code Enforcement. Meanwhile, the tenant has been repeatedly notified of violations of the Unified Development Ordinance (UDO) through formal notices, phone calls, and in-person contact over the past two years. Despite confirming receipt of these communications, the tenant has continued to bring additional vehicles onto the property. Two court cases have also been filed in response to these violations. However, the tenant was unable to be served for the first case and he missed his court date for the second court case.

Code Enforcement recommends that this property be declared a public nuisance given the prolonged history of noncompliance, lack of cooperation from the owner and tenant, and the negative impact on the Hickory Hills community. It is further recommended that the City proceed with abatement measures, including the removal of all rubbish, trash, debris, vehicle parts, and inoperable vehicles from the property in order to restore compliance and protect the surrounding neighborhood.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement of the unsafe, blighted, and nuisance property of 7437 Fish Hawk in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a line against the property to be collected upon sale of the property.

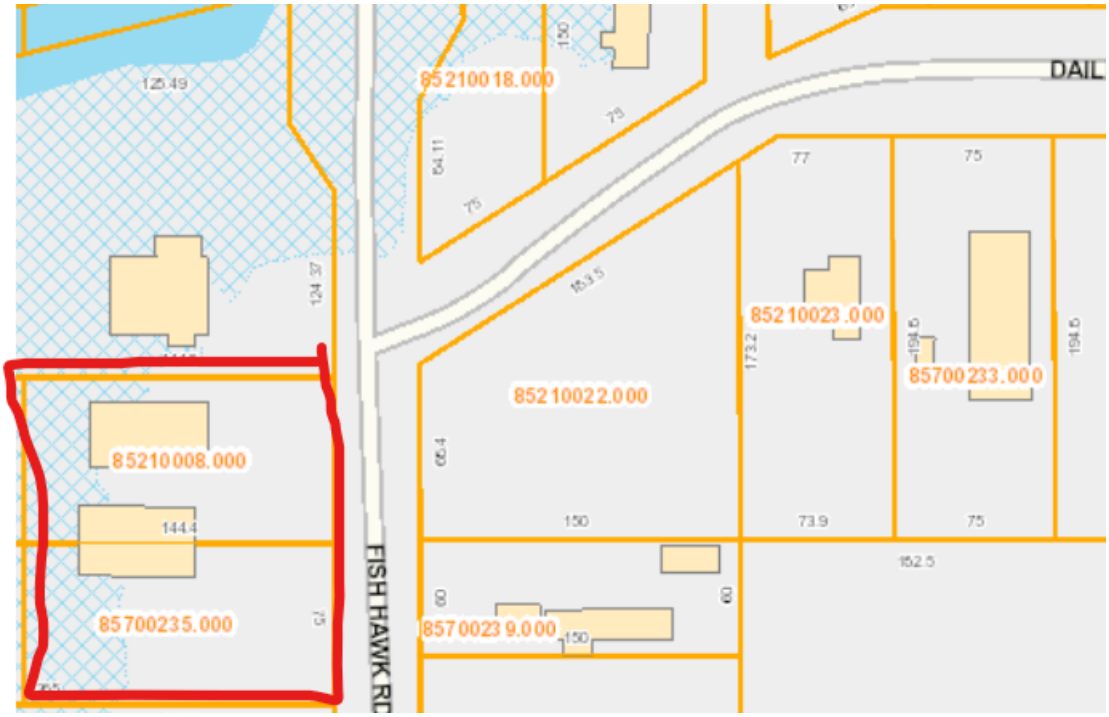
Collect the cost through Civil proceedings.

Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Property Photos
2. Tax Parcel Info
3. Code Case History
4. Abatement Public Notice Posted

5. Abatement Hearing Notification Letter
6. Memorandum Public Hearing



Owner Information

JDS PELICAN I LLC
179 NOBLE OAKS LN
RUSTON, LA 71270

Payment Information

Payment Status	✔ Paid
Last Payment Date	03/11/2026
Amount Paid	$1,238.46
Total Due	**$0.00**

Search for Additional Records

Parcel Information

Parcel Number	85210008.000
Year	2025
Property Type	Real Estate
Address	7437 FISH HAWK
Account	550015
Section	12
Township	7
Range	7
Description	LOT 11 DELLWOOD HGTS S/D DB 2141-421 (21 MAP771.12-02)

Tax Breakdown

County	$426.90
City	$364.51
School	$434.79
Land Value	$12,770.00
Improvement Value	$43,740.00
Total Value	$56,510.00
Assessed Value	$8,477.00
Exemption Code	0
Total Due	**$0.00**

Tax Information

Due: 02/01/2026	Tax
	Penalty
	Interest
	Paid
	Balance

Current Amount Due:

CODE CASE HISTORY

Main Address	Assigned To	Case Status	Open Date	Closed Date	Case Type
7437 FISH HAWK RD	Enforcement,Code	Resolved	9/26/2019	3/2/2020	Code
7437 FISH HAWK	Fagan,Patrick	Resolved	2/15/2023	6/14/2023	Code
7437 FISH HAWK	Fagan,Patrick	On Hold	4/24/2025		Code

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 APRIL 7, 2025, 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 uncleanliness as to be a menace to the public health, safety, and welfare of the community:

7437 FISH HAWK

Persons having an interest in said properties are herby 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

March 2, 2026

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

TO: Arthur Regans, JDS PELICAN I LLC
7437 Fish Hawk, Gautier
Cc:1071 SPRING CREEK RD
RUSTON LA 71270

Re: Notice of Public Hearing
7437 Fish Hawk

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **7437 Fish Hawk, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **April 7, 2026 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 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

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: March 19, 2026
Subject 7437 Fish Hawk Abatement (Clean, remove all junk & scrap)

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 comments regarding staff's recommendation to clean the property, to remove the debris and all salvaged vehicles from the blighted and unsafe property at 7437 Fish Hawk.

DISCUSSION:

Since June 2023, the Code Enforcement Office has opened three separate cases concerning the property 7437 Fish Hawk. The cases are for its ongoing use as a blighted salvage yard. Initially, about four inoperable vehicles were stored on the tenant's residential lot. Since late last year, the situation has escalated significantly, with an estimated twelve additional salvaged vehicles placed on a vacant lot directly across the street.

Two citizen complaints have been received stating that the property is being used for the scrapping of junk vehicles. Photographic evidence collected by Code Enforcement substantiates these claims and documents the continued accumulation of inoperable vehicles and associated debris.

The property owner, who resides outside the state of Mississippi, has failed to respond to any of the three notices issued by Code Enforcement. Meanwhile, the tenant has been repeatedly notified of violations of the Unified Development Ordinance (UDO) through formal notices, phone calls, and in-person contact over the past two years. Despite confirming receipt of these communications, the tenant has continued to bring additional vehicles onto the property. Two

court cases have also been filed in response to these violations. However, the tenant was unable to be served for the first case and he missed his court date for the second court case.

Code Enforcement recommends that this property be declared a public nuisance given the prolonged history of noncompliance, lack of cooperation from the owner and tenant, and the negative impact on the Hickory Hills community. It is further recommended that the City proceed with abatement measures, including the removal of all rubbish, trash, debris, vehicle parts, and inoperable vehicles from the property in order to restore compliance and protect the surrounding neighborhood.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement of the unsafe, blighted, and nuisance property of 7437 Fish Hawk in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a line against the property to be collected upon sale of the property.
Collect the cost through Civil proceedings.
Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter































CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Consideration for Abatement at 2304 Briargate, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 2304 Briargate, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, after proper notice, on or about April 7, 2026, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2304 Briargate, 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 uncleanliness as to be a menace to public health, safety, and welfare of the community; and

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 property located at 2304 Briargate, Gautier, MS 39553, by removing all rubbish, trash/debris, vehicle parts, and inoperable vehicles on 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 April 7, 2026.

To: Carlos Moulds, City Manager
From: Babs Logan, Planning Technician
Date: 03/31/2026
Subject: Consider Abatement on 2304 Briargate, Gautier (Eddie Beechem)

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 comments regarding staff's recommendation to clean the property and to remove the debris and all scrap from the blighted and unsafe property at 2304 Briargate.

BACKGROUND:

DISCUSSION:

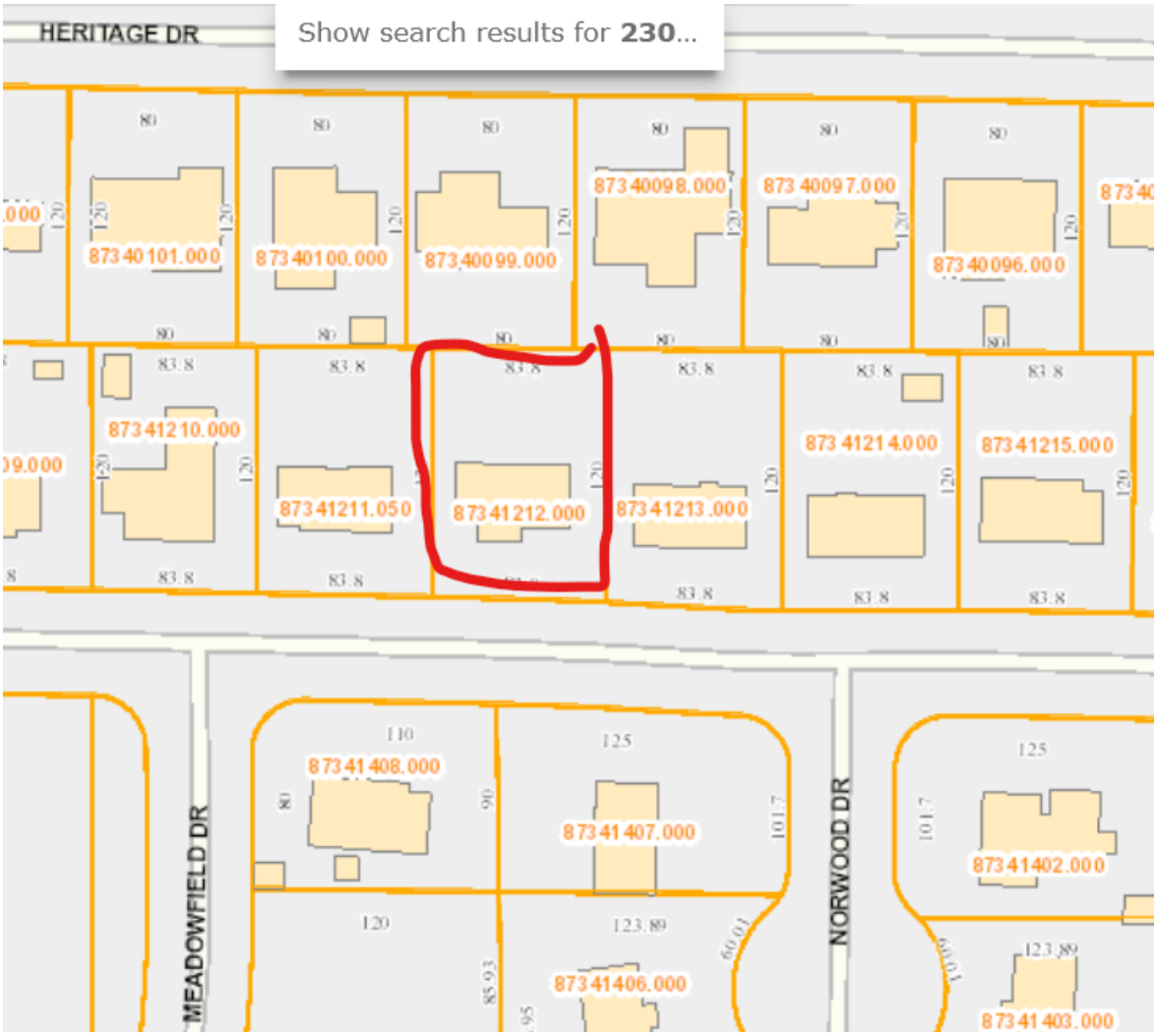
There have been 8 code enforcement cases since 2018 concerning the property 2304 Briargate. The cases are for its ongoing use as a blighted salvage yard. Since late last year, the situation has escalated significantly. There have been 4 citizen complaints about the scrapping and other people just dumping debris on the owner's property because they knew he is scrapping. There are two inoperable vehicles in front of the house with one sitting on jacks. Photographic evidence collected by Code Enforcement substantiates these claims and documents the continued accumulation of inoperable vehicles and associated debris.
Despite confirming receipt of these communications from code enforcement over the years, the owner has continued to bring salvageable items onto his property. Two court cases have been filed in response to property violations, but the owner did not appear for his court dates.
Code Enforcement recommends that this property be declared a public nuisance given the prolonged history of noncompliance, lack of cooperation from the owner, and the negative impact on the local community. It is further recommended that the City proceed with abatement measures, including the removal of all rubbish, trash, debris, vehicle parts, and inoperable vehicles from the property in order to restore compliance and protect the surrounding neighborhood.

RECOMMENDATION:

The Code Enforcement office requests that City Council approve this abatement of the unsafe and blighted, nuisance property of 2304 Briargate in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.
If approved, Council may:
Charge the cost as a line against the property to be collected upon sale of the property.
Collect the cost through Civil proceedings.
Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Property Photos
2. Parcel and Tax Info
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter
6. Memorandum Public Hearing


HERITAGE DR
Show search results for 230...
873401 01.000
873401 00.000
873400 99.000
873400 98.000
873400 97.000
873400 96.000
873412 10.000
873412 11.050
873412 12.000
873412 13.000
873412 14.000
873412 15.000
873414 08.000
873414 07.000
873414 06.000
873414 02.000
873414 03.000
MEADOWFIELD DR
NORWOOD DR

Owner Information

BEECHEM EDDIE L
2304 BRIARGATE DR
GAUTIER, MS 39553

Payment Information

Payment Status	✔ Paid
Last Payment Date	01/31/2026
Amount Paid	$0.00
Total Due	**$0.00**

Parcel Information

Parcel Number	87341214.000
Year	2025
Property Type	Real Estate
Address	2304 BRIARGATE
Account	556777
Section	25
Township	7
Range	7
Description	LOT 214 WESTGATE ESTATES S/D PART 3 DB 928-61 (34 Map777.25-02)

Tax Breakdown

County	$0.00
City	$0.00
School	$0.00
Land Value	$11,420.00
Improvement Value	$53,768.00
Total Value	$65,188.00
Assessed Value	$6,021.00
Exemption Code	Over Age 65 Homestead Exemption
Total Due	**$0.00**

Case Number	Main Address	Assigned To	Case Status	Open Date	Closed Date	Case Type
CODE-000450-2018	2304 BRIARGATE DR	Enforcement,Code	Resolved	10/8/2018	10/24/2018	Code
CODE-000980-2020	2304 BRIARGATE DR	Chandler,Melissa	Resolved	1/2/2020	2/12/2020	Code
CODE-001283-2020	2304 BRIARGATE DR	Chandler,Melissa	Resolved	8/27/2020	9/28/2020	Code
CODE-001892-2021	2304 BRIARGATE DR	Fagan,Patrick	Resolved	9/15/2021	9/22/2021	Code
CODE-003418-2022	2304 BRIARGATE DR	Johnson,Richard	Resolved	9/13/2022	10/3/2022	Code
CODE-003870-2022	2304 BRIARGATE DR	Johnson,Richard	Resolved	12/1/2022	7/20/2023	Code
CODE-005005-2023	2304 BRIARGATE DR	Fagan,Patrick	Resolved	8/1/2023	2/2/2024	Code
CODE-006435-2024	2304 BRIARGATE	2,Officer	Active	7/18/2024		Code

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 APRIL 7, 2025, 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 uncleanliness as to be a menace to the public health, safety, and welfare of the community:

2304 BRIARGATE

Persons having an interest in said properties are herby 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

March 20, 2026

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

TO: Eddie Beechem
2304 Briargate
Gautier, MS 39553

Re: Notice of Public Hearing
2304 Briargate

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2304 Briargate, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **April 7, 2026 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 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

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: March 20, 2026
Subject 2304 Briargate Abatement (Clean, remove all junk & scrap)

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 comments regarding staff's recommendation to clean the property and to remove the debris and all scrap from the blighted and unsafe property at 2304 Briargate.

DISCUSSION:

There have been 8 code enforcement cases since 2018 concerning the property 2304 Briargate. The cases are for its ongoing use as a blighted salvage yard. Since late last year, the situation has escalated significantly. There have been 4 citizen complaints about the scrapping and other people just dumping debris on the owner's property because they knew he is scrapping. There are two inoperable vehicles in front of the house with one sitting on jacks. Photographic evidence collected by Code Enforcement substantiates these claims and documents the continued accumulation of inoperable vehicles and associated debris.

Despite confirming receipt of these communications from code enforcement over the years, the owner has continued to bring salvageable items onto his property. Two court cases have been filed in response to property violations, but the owner did not appear for his court dates.

Code Enforcement recommends that this property be declared a public nuisance given the prolonged history of noncompliance, lack of cooperation from the owner, and the negative impact on the local community. It is further recommended that the City proceed with abatement measures, including the removal of all rubbish, trash, debris, vehicle parts, and inoperable

vehicles from the property in order to restore compliance and protect the surrounding neighborhood.

RECOMMENDATIONS:

The Code Enforcement office requests that City Council approve this abatement of the unsafe and blighted, nuisance property of 2304 Briargate in accordance with Mississippi Code Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

Charge the cost as a line against the property to be collected upon sale of the property.

Collect the cost through Civil proceedings.

Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Pictures of Property
2. Parcel Information
3. Code Case History
4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter


2304


21/09/21 12:01 PM




WASTE PRO
www.wasteprousa.com


2304



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Consideration for Abatement at 1424 Hwy 90, Gautier, MS**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Consideration for an Abatement at 1424 Hwy 90, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, after proper notice, on or about April 7, 2026, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1424 Hwy 90, 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 uncleanliness as to be a menace to public health, safety, and welfare of the community; and

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 property located at 1424 Hwy 90, Gautier, MS 39553, by cleaning and mowing 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 April 7, 2026.

To: Carlos Moulds, City Manager
From: Babs Logan, Planning Technician
Date: 03/31/2026
Subject: Consideration for abatement for 1424 HWY 90 (CQ INVESTMENTS LLC)

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 and mow this property.

BACKGROUND:

DISCUSSION:
This commercial property has been overgrown constantly since late February 2024. It is a common reason for complaints. There have been 6 code cases for overgrown grass on this property since June 2023. The grass is often 3ft tall in various places. The owner of the property stated via phone call in 2023, 2024, and 2025, that he would have the property mowed and maintained. However, to date the City frequently has to intervene to get the grass mowed. The City of Gautier regularly cuts the right-of-way alongside the highway, but the rest of the private property will go three months without being mowed. Vegetation on one side of the property has overgrown the fence. The vacant lot is a frequent dumping ground for trash and debris. There is a fence that needs to be repaired, and the dumpster area needs to be secured. Therefore, approving this abatement to mow this property will be a significant enhancement to the appearance of the neighborhood alongside this lot and to the major highway that runs through Gautier.

RECOMMENDATION:
Staff recommends that the City Council approve the abatement of this blighted, unsafe, and nuisance property, assess an administrative fee, and have the property clean and mowed after the statutory 10-day appeal period from the date of Council adjournment.
If approved, Council may:
Charge the cost as a line against the property to be collected upon sale of the property.
Collect the cost through Civil proceedings. Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:
1. Photos of Property
2. Parcel and Tax Info
3. Code Case History
4. Abatement Hearing Notification Letter
5. Abatement Public Notice Posted
6. Memorandum Public Hearing Proposal

Owner Information

CQ INVESTMENTS LLC
9067 TAHOE CV
OLIVE BRANCH, MS 38654

Payment Information

Payment Status	✖ TaxSale
Last Payment Date	01/31/2026
Amount Paid	$0.00
Total Due	**$13,090.25**

Search for Additional Records

Tax Sale

Parcel Information

Parcel Number	82436375.025
Year	2025
Property Type	Real Estate
Address	1424 HWY 90
Account	547725
Section	36
Township	7
Range	7
Description	COM INTER N/MARG OLD HWY 90 &E/ LSEC 36 W 400 N 261.32 TO POBN 300 W 165 S 255.87 TO N/M HWY S 75 DEG E 170.80 TO POB DB1962-574 (16

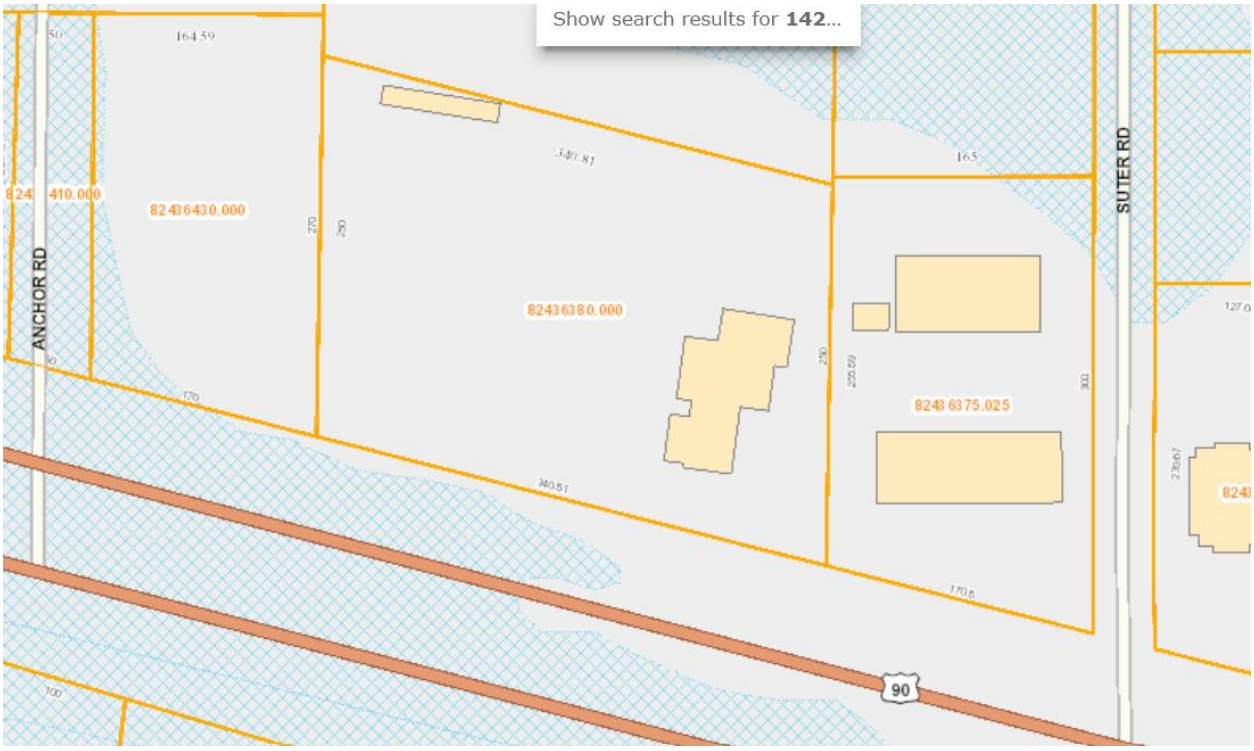
Tax Breakdown

County	$4,512.26
City	$3,852.80
School	$4,595.58
Land Value	$164,830.00
Improvement Value	$432,499.00
Total Value	$597,329.00
Assessed Value	$89,600.00
Exemption Code	0
Total Due	**$13,090.25**

Tax Information

Due: 02/01/2026	Tax	$12,960.64
	Penalty	$0.00
	Interest	$129.61
	Paid	$0.00
	Balance	**$13,090.25**

Current Amount Due: **$13,090.25**



CODE CASE HISTORY

Main Address	Case Type	Assigned To	Case Status	Open Date	Closed Date
1424 HWY 90 GAS lucky clover	Code	Fagan,Patrick	Resolved	2/5/2024	2/5/2024
1424 HWY 90 GAS Lucky Clover	Code	Fagan,Patrick	Resolved	6/10/2024	6/10/2024
1424 HWY 90 GAS	Code	Fagan,Patrick	Resolved	4/4/2025	4/24/2025
1424 HWY 90 GAS	Code	Fagan,Patrick	Active	7/9/2025	

Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay Jameson

Ward 4: Fuller
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

March 24, 2026

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

TO:
CQ INVESTMENTS LLC
9067 TAHOE CV
OLIVE BRANCH MS 38654

Re: Notice of Public Hearing
1424 Hwy 90

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1424 HWY 90, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **April 7, 2026 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 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

Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay Jameson

Ward 4: Fuller
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 April 7, 2026, 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 uncleanliness as to be a menace to the public health, safety, and welfare of the community:

1424 HWY 90

Persons having an interest in said properties are herby 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.

CITY OF GAUTIER
MEMORANDUM

To: Scott Ankerson, Planning Director

From: Patrick Fagan, Code Enforcement

Date: March 24, 2026

Subject: Abatement of 1424 Hwy 90 Lucky Clover Gas Station (clean & mow)

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 and mow this property.

DISCUSSION:

This commercial property has been overgrown constantly since late February 2024. It is a common reason for complaints. There have been 6 code cases for overgrown grass on this property since June 2023. The grass is often 3ft tall in various places. The owner of the property stated via phone call in 2023, 2024, and 2025, that he would have the property mowed and maintained. However, to date the City frequently has to intervene to get the grass mowed. The City of Gautier regularly cuts the right-of-way alongside the highway, but the rest of the private property will go three months without being mowed. Vegetation on one side of the property has overgrown the fence. The vacant lot is a frequent dumping ground for trash and debris. There is a fence that needs to be repaired, and the dumpster area needs to be secured. Therefore, approving this abatement to mow this property will be a significant enhancement to the appearance of the neighborhood alongside this lot and to the major highway that runs through Gautier.

RECOMMENDATION:

Staff recommends that the City Council approve the abatement of this blighted, unsafe, and nuisance property, assess an administrative fee, and have the property clean and mowed after the statutory 10-day appeal period from the date of Council adjournment.

If approved, Council may:

Charge the cost as a line against the property to be collected upon sale of the property. Collect the cost through Civil proceedings. Add $1,500.00 or 50% to either of the above collection methods.

ATTACHMENTS:

1. Photos of Property
2. Parcel & Tax Information
3. Code Case History
4. Abatement Hearing Notification Letter
5. Abatement Public Notice Posted









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YOUR

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**April 7, 2026**
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	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

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

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	261697	04/07/2026	03/27/2026			373,213.50	
	Account Number: 001-000-104 — Description: TR MDOT WIRE: FUND 130 — Invoice #: 03272026 — Date: 03/27/2026 — P.O.: — Amount: 373,213.50							
001	S2024 PUBL IMPS 2M BOND DEBT SERVICE	261701	04/07/2026	03/27/2026			43,603.00	
	Account Number: 001-900-969 — Description: BUDGET TR: F-257 DEBT SERV — Invoice #: 05012025 — Date: 05/01/2025 — P.O.: — Amount: 43,603.00							
001	COG ENTERPRISE FUND	261704	04/07/2026	03/27/2026			7,718.06	
	Account Number: 001-900-969 — Description: BUDGET DS TRX: FUND 256 — Invoice #: 05012026 — Date: 03/27/2026 — P.O.: — Amount: 7,718.06							
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	261712	04/07/2026	03/27/2026			23,105.11	
	Account Number: 001-092-652 — Description: CY25 COMM REDEV GRANT REIMB — Invoice #: 13558 — Date: 03/16/2026 — P.O.: — Amount: 23,105.11							
001	AGJ SYSTEMS & NETWORKS INC	261713	04/07/2026	03/27/2026			5,447.05	
	Account Number: 001-092-606 — Description: APR 2026: MSP COMP/ENDPT DET — Invoice #: MSP-130071 — Date: 04/01/2026 — P.O.: — Amount: 4,343.50							
	Account Number: 001-092-606 — Description: APR 2026: MS365 E-74; B-34 — Invoice #: 130141 — Date: 04/01/2026 — P.O.: — Amount: 630.00							
	Account Number: 001-092-606 — Description: APR 2026: LITIGATN HOLD (17) — Invoice #: 130141 — Date: 04/01/2026 — P.O.: — Amount: 53.55							
	Account Number: 001-092-606 — Description: APR 2026: BACKUP SERVER (2) — Invoice #: 130169 — Date: 04/01/2026 — P.O.: — Amount: 420.00							
001	COG ENTERPRISE FUND	261719	04/07/2026	03/30/2026			48,487.00	
	Account Number: 001-000-104 — Description: TR USACE WIRE: FUND 364 — Invoice #: 03172026 — Date: 03/17/2026 — P.O.: — Amount: 28,466.21							
	Account Number: 001-000-104 — Description: TR USACE WIRE: FUND 364 — Invoice #: 03172026 — Date: 03/17/2026 — P.O.: — Amount: 20,020.79							
001	A & B TOWING AND AUTOMOTIVE LLC	261720	04/07/2026	03/30/2026			150.00	
	Account Number: 001-100-638 — Description: TOW TO CANNON FORD: #19591 — Invoice #: 03182026 — Date: 03/18/2026 — P.O.: — Amount: 150.00							
001	COMM-TECH SOLUTIONS INC	261721	04/07/2026	03/30/2026			75.00	
	Account Number: 001-094-698 — Description: TECH LABOR: PROGRAM PHONE — Invoice #: 17539 — Date: 03/23/2026 — P.O.: — Amount: 75.00							
001	DAVID FRANKLIN BATES	261722	04/07/2026	03/30/2026			900.00	
	Account Number: 001-170-425 — Description: COORDINATOR: WK END 3/16/26 — Invoice #: 2026-2 — Date: 03/27/2026 — P.O.: — Amount: 250.00							
	Account Number: 001-170-425 — Description: COORDINATOR: WK END 3/23/26 — Invoice #: 2026-2 — Date: 03/27/2026 — P.O.: — Amount: 250.00							
	Account Number: 001-170-425 — Description: GAME DAY: 03/17/2026 — Invoice #: 2026-2 — Date: 03/27/2026 — P.O.: — Amount: 200.00							
	Account Number: 001-170-425 — Description: GAME DAY: 03/24/2026 — Invoice #: 2026-2 — Date: 03/27/2026 — P.O.: — Amount: 200.00							
001	MARION F BATES JR	261723	04/07/2026	03/30/2026			160.00	
	Account Number: 001-170-503 — Description: UMPIRE (2): 3/17/26 — Invoice #: 1003 — Date: 03/27/2026 — P.O.: — Amount: 80.00							
	Account Number: 001-170-503 — Description: UMPIRE (2): 3/24/26 — Invoice #: 1003 — Date: 03/27/2026 — P.O.: — Amount: 80.00							

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RICHARD TILLMAN	261724	04/07/2026	03/30/2026			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 ASST GAME CO (2): 03/17/26			1004	03/24/2026			100.00
	001-170-503 ASST GAME CO (2): 03/24/26			1004	03/24/2026			100.00
001	DELTA COMPUTER SYSTEMS INC	261725	04/07/2026	03/30/2026			471.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 APR 2026 ACCT SW MNT 50%			DHLMN21042	03/15/2026			259.70
	001-092-606 APR 2026 PRIV LIC SW MAINT			DHLMN21043	03/15/2026			212.00
001	FOSTERS A/C & HEATING INC	261727	04/07/2026	03/30/2026			660.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 ESA TUNE UP(6): CITY HALL			P1186664	03/13/2026			660.00
001	HUB INTERNATIONAL	261728	04/07/2026	03/30/2026			578.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-625 ERC PREM: SAR BOAT-MOTOR(2)			4547864	03/23/2026			578.00
001	MS MUNICIPAL LEAGUE	261729	04/07/2026	03/30/2026			350.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-681 MML CONF: JAMISON			65646672	03/09/2026			350.00
001	MISSISSIPPI POWER	261730	04/07/2026	03/30/2026			1,155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-628 FEB 2026 LEASE: BACOT			0796886005	03/06/2026			1,155.00
001	JAMES NICHOLAS DUREN	261731	04/07/2026	03/30/2026			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 03/17/2026			1001	03/27/2026			80.00
001	DAMARRIO GAINER	261732	04/07/2026	03/30/2026			160.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 03/17/2026			1002	03/27/2026			80.00
	001-170-503 UMPIRE (2): 03/24/2026			1002	03/27/2026			80.00
001	RIDGDELL BROS INC	261733	04/07/2026	03/30/2026			2,604.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-679 APR 2026 LAWN MNT:HWY 90 INTS			23085178	03/16/2026			983.33
	001-201-679 APR 2026 LAWN MNT: S HWY 90			23085180	03/16/2026			615.00
	001-092-680 APR 2026 BED MNT: ENT SIGNS			23085181	03/16/2026			1,006.66
001	VIRTUAL DOXX CORPORATION	261735	04/07/2026	03/30/2026			2,560.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-606 MAINT-SUPPORT 4/1/26-3/31/27			26-0021	04/01/2025			2,560.00
001	WARREN PAVING INC	261737	04/07/2026	03/30/2026			481.92	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-576 2.07 TNS ASPHALT: ST REPAIRS			122882	03/18/2026			198.72
	001-201-576 2.95 TNS ASPHALT: ST REPAIRS			122974	03/19/2026			283.20

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001	ACE DATA STORAGE INC	261740	04/07/2026	03/30/2026			105.00	
	Account Number: 001-100-699 — Description: FEB 2026 SHREDDING SERVICE — Invoice #: 0205970 — Date: 03/01/2026 — P.O. — Amount: 105.00							
001	C SPIRE WIRELESS	261742	04/07/2026	03/30/2026			665.70	
	Account Number: 001-100-605 — Description: POLICE CELLS — Invoice #: 0032680896 — Date: 03/11/2026 — P.O. — Amount: 493.30							
	Account Number: 001-100-606 — Description: DATA CARDS (5) — Invoice #: 0032680896 — Date: 03/11/2026 — P.O. — Amount: 172.40							
001	RJ YOUNG COMPANY LLC	261743	04/07/2026	03/30/2026			164.90	
	Account Number: 001-161-698 — Description: UNL-J9T600-01 RENTAL FEE — Invoice #: INV7977139 — Date: 03/25/2026 — P.O. — Amount: 164.90							
001	TEC	261744	04/07/2026	03/30/2026			101.14	
	Account Number: 001-092-605 — Description: MONTHLY LONG DISTANCE — Invoice #: 1282849 — Date: 03/20/2026 — P.O. — Amount: 101.14							
001	CATALIS COURTS AND LAND RECORDS LLC	261745	04/07/2026	03/30/2026			1,968.23	
	Account Number: 001-010-698 — Description: MAR 2026 COURT SUPPORT — Invoice #: 308371357 — Date: 03/16/2026 — P.O. — Amount: 1,968.23							
001	DEPT PUBLIC SAFETY	261746	04/07/2026	03/30/2026			180.00	
	Account Number: 001-100-699 — Description: ANALYTICAL FEES (FEB 2026) — Invoice #: 90172434 — Date: 03/10/2026 — P.O. — Amount: 180.00							
001	GLOBALSTAR	261747	04/07/2026	03/30/2026			104.44	
	Account Number: 001-092-605 — Description: MONTHLY SERVICE — Invoice #: 109515839 — Date: 03/16/2026 — P.O. — Amount: 104.44							
001	SPARKLIGHT	261748	04/07/2026	03/30/2026			62.38	
	Account Number: 001-100-699 — Description: MAR 2026:CBL BOX 28848 — Invoice #: 03082026 — Date: 03/11/2026 — P.O. — Amount: 62.38							
001	AT&T	261750	04/07/2026	03/30/2026			39.90	
	Account Number: 001-100-699 — Description: NCIC MONITORING — Invoice #: 2284970262 — Date: 03/14/2026 — P.O. — Amount: 39.90							
001	AT&T	261751	04/07/2026	03/30/2026			1,016.88	
	Account Number: 001-092-605 — Description: MAR 2026 BILLING — Invoice #: 2284978000 — Date: 03/14/2026 — P.O. — Amount: 1,016.88							
001	AT&T MOBILITY	261756	04/07/2026	03/30/2026			63.74	
	Account Number: 001-092-605 — Description: MAR 2026 IT AIR BUS:WFD — Invoice #: X03082026 — Date: 02/28/2026 — P.O. — Amount: 63.74							
001	SCOTT ANKERSON, CUSTODIAN	261795	04/07/2026	03/31/2026			182.42	
	Account Number: 001-001-559 — Description: CARWASH: HONDA PILOT — Invoice #: 10132025 — Date: 10/13/2025 — P.O. — Amount: 12.00							
	Account Number: 001-090-559 — Description: STAMP FOR PERMITS — Invoice #: 10152025 — Date: 10/15/2025 — P.O. — Amount: 11.65							
	Account Number: 001-001-559 — Description: CARWASH: HONDA PILOT — Invoice #: 11062025 — Date: 11/06/2025 — P.O. — Amount: 12.00							

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001	SCOTT ANKERSON, CUSTODIAN	261795	04/07/2026	03/31/2026			182.42	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	PLAT PRINT 18X24		12042025	12/04/2025		6.42	
	001-090-500	PRINT FOR MEET AND GREET		12162025	12/16/2025		36.00	
	001-205-570	WINDSHIELD WIPER(2):CROWN VIC		0152026	01/15/2026		42.78	
	001-090-500	4" BINDER (2)		01162026	01/16/2026		18.77	
	001-090-559	FLOWERS:LARRY MORAN AWARD		02052026	02/05/2026		42.80	
001	SAMUEL J KING	261796	04/07/2026	03/31/2026			24.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	REIM PER DIEM: CDBG MTG		03242026	03/25/2026		24.23	
001	SINGING RIVER ELECTRIC COOPERATIVE	261797	04/07/2026	03/31/2026			490.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHTS 10138		03192026	03/25/2026		126.14	
	001-170-631	BACOT LIGHTS 10137		03192026	03/25/2026		364.30	
001	SINGING RIVER ELECTRIC COOPERATIVE	261798	04/07/2026	03/31/2026			726.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	MARTIN BLUFF FD 58380001		03172026	03/23/2026		185.53	
	001-092-631	CITY LIMIT SIGN 17546		03172026	03/23/2026		46.07	
	001-201-633	WM PAYNE 100245001		03182026	03/24/2026		64.87	
	001-170-631	ROUNDABOUT 102311004		03182026	03/24/2026		35.00	
	001-161-631	BROWN FD 95237002		03152026	03/20/2026		394.59	
001	SINGING RIVER ELECTRIC COOPERATIVE	261799	04/07/2026	03/31/2026			10,583.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		03182026	03/24/2026		7,690.72	
	001-201-633	WM PAYNE 10054-100244008		03182026	03/24/2026		60.60	
	001-092-631	CITY HALL 10045		03182026	03/24/2026		870.62	
	001-170-631	FRAZIER PARK 10045		03182026	03/24/2026		72.04	
	001-170-631	SENIOR BLDG 10045		03182026	03/24/2026		212.29	
	001-161-631	CENTRAL FD 10054		03182026	03/24/2026		328.92	
	001-092-631	HWY 90 SIGN 10054		03182026	03/24/2026		35.00	
	001-170-631	CITY PARK 10054		03182026	03/24/2026		266.22	
	001-092-631	PUBLIC WORKS 10054		03182026	03/24/2026		191.87	
	001-201-629	SIGNAL LIGHTS 10054		03182026	03/24/2026		855.25	
001	SPARKLIGHT	261806	04/07/2026	03/31/2026			154.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	APR 2026:GARAGE 17239		03202026	04/19/2026		154.00	
001	FUELMAN	261810	04/07/2026	03/31/2026			3,764.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP70180635	03/16/2026		41.57	
	001-092-525	UNL FUEL		NP70180635	03/16/2026		37.64	
	001-100-525	UNL&DSL FUEL		NP70180635	03/16/2026		2,626.33	
	001-161-525	UNL&DSL FUEL		NP70180635	03/16/2026		777.09	
	001-170-525	UNL FUEL		NP70180635	03/16/2026		281.46	

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001	FUELMAN	261812	04/07/2026	03/31/2026			4,395.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP70211689	03/23/2026			241.32
	001-100-525	UNL&DSL FUEL		NP70211689	03/23/2026			2,997.33
	001-161-525	UNL&DSL FUEL		NP70211689	03/23/2026			646.33
	001-170-525	UNL FUEL		NP70211689	03/23/2026			355.42
	001-205-525	UNL&DSL FUEL		NP70211689	03/23/2026			155.52
001	FUELMAN	261814	04/07/2026	03/31/2026			4,512.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP70233968	03/30/2026			73.56
	001-092-525	UNL FUEL		NP70233968	03/30/2026			101.79
	001-100-525	UNL&DSL FUEL		NP70233968	03/30/2026			3,080.00
	001-161-525	UNL&DSL FUEL		NP70233968	03/30/2026			867.36
	001-170-525	UNL FUEL		NP70233968	03/30/2026			346.18
	001-205-525	UNL FUEL		NP70233968	03/30/2026			43.55
001	SPORTSCONDUCTOR LLC DBA JARVIS	261816	04/07/2026	04/01/2026			3.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	2026 SPRING BASEBALL (1)		6652	04/01/2026			3.95
001	BORDIS & DANOS PLLC	261819	04/07/2026	04/01/2026			393.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LITIGATION: M BLUFF		154	04/01/2026			393.40
001	CAN'T MISS EMBROIDERY	261820	04/07/2026	04/01/2026			304.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-535	EMBROIDER LOGO: RAINCOAT		29965	12/08/2025	260263		12.00
	001-090-535	EMBROIDER LOGO:HVY COAT BLU		29965	12/08/2025	260263		12.00
	001-090-535	EMBROIDER LOGO:HVY COAT BLK		29965	12/08/2025	260263		12.00
	001-090-535	EMBROIDER LOGO: POLO (3)		29965	12/08/2025	260263		19.50
	001-090-535	EMBROIDER LOGO: TSHIRT (21)		29965	12/08/2025	260263		136.50
	001-090-535	EMBROIDER LOGO: HVY COAT NVY		29965	12/08/2025	260263		12.00
	001-090-535	EMBROIDER LOGO: CPG SHIRT(7)		30137	03/19/2026	260714		59.50
	001-090-500	EMBROIDER LOGO:CPG QTR ZIP(2)		30137	03/19/2026	260714		17.00
	001-090-535	EMBROIDER LOGO: CPG SWEATSHIRT		30137	03/19/2026	260714		8.50
	001-090-535	EMBROIDER TITLE: CPG JACKET		30137	03/19/2026	260714		15.00
001	TEAM ONE COMMUNICATIONS INC	261821	04/07/2026	04/01/2026			564.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	APX 4000 RADIO REPAIR (1)		1110032221	03/20/2026	260487		564.00
001	GOODGAMES INC	261823	04/07/2026	04/01/2026			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	6X3 BANNER(5): PROUD SPONSOR		113989	03/19/2026	260730		475.00
	001-170-503	6X3 BANNER: SPONSOR SOFTBALL		113989	03/19/2026	260730		95.00

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001	GULF STATES DISTRIBUTORS	261824	04/07/2026	04/01/2026			4,253.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	AMMO 9A 115GR FMJ (5)		1503909-IN	03/03/2026	260553		1,200.00
	001-100-587	AMMO 223A .223 REM 55G (5)		1503909-IN	03/03/2026	260553		2,025.00
	001-100-587	AMMO 5.56K 5.56MM 62GR (2)		1503909-IN	03/03/2026	260553		878.00
	001-100-587	FREIGHT		1503909-IN	03/03/2026	260553		150.00
001	CUSTOM PRODUCTS CORPORATION	261826	04/07/2026	04/01/2026			1,132.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	YLW RUMBLE STRIP(40):H HILL		INV46416	03/23/2026	260739		686.00
	001-201-559	ADHESIVE EPOXY KIT 2 GAL		INV46416	03/23/2026	260739		178.36
	001-201-559	ADHESIVE EPOXY KIT 2 QT		INV46416	03/23/2026	260739		81.52
	001-201-559	SHIPPING		INV46416	03/23/2026	260739		186.33
001	KUSTOM SIGNALS INC	261827	04/07/2026	04/01/2026			9,472.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	RAPTOR RP1 KA-BAND ANTENNA(4)		625676	03/16/2026	260558		9,280.00
	001-100-702	FREIGHT		625676	03/16/2026	260558		192.00
001	T & N FEED & PET SUPPLIES	261829	04/07/2026	04/01/2026			278.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	FIELD MARKING CHALK (28)		087927	03/25/2026	260765		278.60
001	BOOT OUTLET LLC	261836	04/07/2026	04/01/2026			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTY ARIAT BOOT: GRAHAM,J		37701	03/02/2026	260535		150.00
001	SUMMIT TOPCO LP	261837	04/07/2026	04/01/2026			354.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	PAINT ATV 3 HRS: M3		208103532	03/23/2026	260747		210.00
	001-100-638	PAINT SUPPLIES: M3		208103532	03/23/2026	260747		144.00
001	CHRIS ZIEMBA	261839	04/07/2026	04/01/2026			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTL PD GRAPHICS: 17532		55104	03/25/2026	260706		250.00
	001-100-638	INSTL PD GRAPHICS: 18270		55104	03/25/2026	260706		250.00
	001-100-638	INSTL PD GRAPHICS: 18516		55104	03/25/2026	260706		250.00
	001-100-638	INSTL PD GRAPHICS: 17089		55104	03/25/2026	260706		250.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	261841	04/07/2026	04/01/2026			427.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	1/4" STAPLES 5000/BX		6057775581	03/05/2026	260675		2.22
	001-040-500	CS 8.5X11 COPY PAPER (10)		6057775581	03/05/2026	260675		424.90
001	SPORTABOUT	261844	04/07/2026	04/01/2026			6,592.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	YTH JERSEY W/LOGO-NUMBER(73)		12736	03/30/2026	260718		1,679.00
	001-170-503	YTH BASEBALL PANTS (73)		12736	03/30/2026	260718		1,314.00
	001-170-503	BASEBALL CAP (73)		12736	03/30/2026	260718		803.00
	001-170-503	BELT (73)		12736	03/30/2026	260718		438.00

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001	SPORTABOUT	261844	04/07/2026	04/01/2026			6,592.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	BASEBALL SOCK (73)	12736	03/30/2026	260718	438.00
001-170-503	YTH SOFTBALL VNECK JERSEY(24)	12735	03/30/2026	260719	552.00
001-170-503	SOFTBALL PANT (24)	12735	03/30/2026	260719	432.00
001-170-503	VISOR (24)	12735	03/30/2026	260719	258.00
001-170-503	BELT (24)	12735	03/30/2026	260719	144.00
001-170-503	SOCK (24)	12735	03/30/2026	260719	144.00
001-170-503	COACH SHIRT (30)	12735	03/30/2026	260719	390.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAFIX SHOPPE	261845	04/07/2026	04/01/2026			651.29	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	DRIVERS SIDE GRAPHICS: 34	168887	01/19/2026	260412	426.00
001-100-570	REAR GRAFIX KIT: 34	168887	01/19/2026	260412	155.00
001-100-570	CAUTION K9 GRAPHICS: 34	168887	01/19/2026	260412	30.00
001-100-570	SHIPPING	168887	01/19/2026	260412	40.29

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001	ULINE INC	261847	04/07/2026	04/01/2026			245.67	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	4 MIL POLY TUBING 12"X500'	205836248	03/24/2026	260755	210.00
001-100-559	SHIPPING	205836248	03/24/2026	260755	35.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOLAR CONTROL INC	261848	04/07/2026	04/01/2026			1,400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	INSTL TINT (4): NEW PD UNITS	030326	03/12/2026	260679	600.00
001-100-638	WINDOWSHIELD TINT (4)	030326	03/12/2026	260679	200.00
001-100-638	FULL WINDOW TINT: U 12301	030426	03/17/2026	260708	350.00
001-100-638	TINT REMOVAL	030426	03/17/2026	260708	250.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAND VIEW SECURITY LLC	261850	04/07/2026	04/01/2026			345.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-639	DAHUA CAMERA: POLICE DEPT	0302150173	03/17/2026	260705	215.00
001-100-639	LABOR	0302150173	03/17/2026	260705	130.00

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001	THE SOUTHERN CONNECTION POLICE SUPPLIES	261851	04/07/2026	04/01/2026			7,522.73	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	ASSAULT GTX BOOTS:WILLIAMS,D	3758	03/11/2026	260709	100.00
001-100-535	EMBROIDER BADGE (3)	3597	03/11/2026	260703	60.00
001-100-535	EMBROIDER NAME (3): WORTH,B	3597	03/11/2026	260703	18.00
001-100-535	B DRY ADJ CAP REG NAVY (50)	3838	03/15/2026	260424	1,149.50
001-100-535	B DRY ADJ CAP OS NAVY (5)	3838	03/15/2026	260424	114.95
001-100-535	EMBROIDER GPD PATCH (55)	3838	03/15/2026	260424	550.00
001-161-535	SHIRT 1/4 ZIP MED NAVY (5)	3617	03/24/2026	260560	325.00
001-161-535	SHIRT 1/4 ZIP LG NAVY (20)	3617	03/24/2026	260560	1,300.00
001-161-535	SHIRT 1/4 ZIP XL NAVY (10)	3617	03/24/2026	260560	650.00
001-161-535	SHIRT 1/4 ZIP XLT NAVY (1)	3617	03/24/2026	260560	65.00
001-161-535	SHIRT 1/4 ZIP 2XL NAVY (3)	3617	03/24/2026	260560	195.00
001-100-535	PB GUARDIAN VEST: NUNEZ	38379	03/20/2026	260397	266.76
001-100-535	HI-LITE CARRIER: NUNEZ	38379	03/20/2026	260397	765.00
001-100-535	PB GUARDIAN VEST: HILL,R	38398	03/24/2026	260397	266.76
001-100-535	HI-LITE CARRIER: HILL,R	38398	03/24/2026	260397	765.00
001-100-535	PB GUARDIAN VEST: DEES,C	38391	03/24/2026	260398	266.76
001-100-535	HI-LITE CARRIER: DEES,C	38391	03/24/2026	260398	665.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	261852	04/07/2026	04/01/2026			1,731.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-503	16PK OFFICIAL SOFTBALL (2)	11Y1RPJV9F	03/13/2026	260670	135.22
001-170-503	12PK USSSA BASEBALL (2)	11Y1RPJV9F	03/13/2026	260670	93.40
001-100-570	TAIL LIGHT: 12557	1KQLWR1N3Y	03/20/2026	260712	125.99
001-100-570	HEADLIGHT ASSEMBLY: 19689	1KQLWR1N3Y	03/20/2026	260712	127.29
001-090-500	ENERGIZER AAA BATTERY 32CT	1MFF97DD96	03/23/2026	260728	19.99
001-090-500	DURCELL AA BATTERY 28CT	1MFF97DD96	03/23/2026	260728	24.86
001-090-500	BOSTICH STAPLER HD RED	1MFF97DD96	03/23/2026	260728	18.10
001-090-500	SIGN FIRE EXTINGSHR INSIDE(6)	1MFF97DD96	03/23/2026	260728	7.95
001-090-500	AZAR WALL ORGANIZER 8.5X11	1MFF97DD96	03/23/2026	260728	18.90
001-090-500	MINUTE BOOK PAPER 100CT	1MFF97DD96	03/23/2026	260728	146.53
001-090-500	100CT 11X14 LRG ZIP BAG	1MFF97DD96	03/23/2026	260728	16.82
001-205-559	FIRE EXTNGSHR WALL CABINET	1MFF97DD96	03/23/2026	260728	79.99
001-205-559	ELEC TIMER W/RETROFIT KIT	1MFF97DD96	03/23/2026	260728	85.05
001-090-500	SHIPPING	1MFF97DD96	03/23/2026	260728	6.99
001-090-500	DISCOUNT	1MFF97DD96	03/23/2026	260728	-7.94
001-161-559	48PC FLAME STRESS BALL (10)	11CT17WNML	03/18/2026	260688	339.90
001-161-559	BISSELL CLEANVIEW VACUUM	11CT17WNML	03/18/2026	260688	89.99
001-161-559	CUSTOM TABLE CLOTH W/ FD LOGO	1FLJHQC6LP	03/23/2026	260688	80.74
001-161-559	SHIPPING: CUSTOM TABLE CLOTH	1FLJHQC6LP	03/23/2026	260688	9.99
001-100-559	#7 COIN ENV 100PK BROWN (3)	1CJ3YDP7CC	03/26/2026	260756	57.78
001-100-559	5PK PHONE CARD HOLDER(4)	1CC7CC79J6	03/30/2026	260762	30.36
001-100-559	3PK LABEL MAKER TAPE	1CC7CC79J6	03/30/2026	260762	10.29
001-100-559	SCOTCH HD PACKING TAPE 6CT	1CC7CC79J6	03/30/2026	260762	11.99
001-100-559	6X9 STENO PAD SPIRAL 12PK	1CC7CC79J6	03/30/2026	260762	24.37
001-100-500	PREM INVISIBLE TAPE 12CT (2)	1CC7CC79J6	03/30/2026	260762	24.30
001-100-559	LTR FILE FOLDER 100PK	1CC7CC79J6	03/30/2026	260762	14.39
001-100-500	RETRACT GEL PEN BLK 30PK	1CC7CC79J6	03/30/2026	260762	12.95
001-100-500	BALL POINT PEN 12PK	1CC7CC79J6	03/30/2026	260762	9.99
001-100-559	5X8 SMALL LEGAL PAD 12PK	1CC7CC79J6	03/30/2026	260762	13.29
001-100-500	4X6 LINED STICKY NOTE 18PK	1CC7CC79J6	03/30/2026	260762	8.54
001-100-500	4X6 LINED STICKY NOTE 12PK	1CC7CC79J6	03/30/2026	260762	8.95
001-100-500	3X3 POP UP STICKY NOTE 32PK	1CC7CC79J6	03/30/2026	260762	17.98
001-100-500	3X3 STICKY NOTE 18PK	1CC7CC79J6	03/30/2026	260762	8.54
001-100-559	SHARPIE HIGHLIGHTER ASRT 12CT	1CC7CC79J6	03/30/2026	260762	7.99
001-100-500	JUMBO PAPER CLIP 10PK/100 (2)	1CC7CC79J6	03/30/2026	260762	20.98
001-100-500	PAPER CLIP 10PK/100 (2)	1CC7CC79J6	03/30/2026	260762	17.76
001-100-559	6" FLEX SS METAL RULER	1CC7CC79J6	03/30/2026	260762	10.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	261856	04/07/2026	04/01/2026			30.92	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-094-559	LAPTOP CHARGER: ANDERSON	130019	03/12/2026	260689	30.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TRI-TECH FORENSICS INC	261857	04/07/2026	04/01/2026			306.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	COVERALLS W/HOOD & BOOTS (10)	01304375	03/19/2026	260677	100.00
001-100-559	DISPOSABLE GOWN LARGE (6)	01304375	03/19/2026	260677	20.82
001-100-559	MS BLOOD/URINE SPECIMEN KIT(2)	01304375	03/19/2026	260677	173.75
001-100-559	SHIPPING: QUOTE #57278	01304375	03/19/2026	260677	11.71

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA SOLUTIONS INC	261858	04/07/2026	04/01/2026			16,452.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-702	M500 CAR CAMERA (3)	8282299873	03/19/2026	260621	15,780.00
001-100-702	MIKROTIK KIT (3)	8282299873	03/19/2026	260621	672.00

FUND TOTAL 1 Claims to Checks 64 Total 595,645.14 Manual Held Total 595,645.14

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	RIDGDELL BROS INC	261734	04/07/2026	03/30/2026			5,140.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	APR 2026 LAWN MNT: SOUND		23085179	03/16/2026			3,695.83
	004-510-699	APR 2026 GNAT-INSECT APPL		23085182	03/16/2026			267.00
	004-510-680	APR 2026 CHEMICAL APP: SOUND		23085183	03/16/2026			1,177.91
004	QUALITY TREE AND DEBRIS LLC	261736	04/07/2026	03/30/2026			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	RMV DEAD PINE TREE (1)		03162026	03/16/2026			1,800.00
004	MISSISSIPPI POWER	261741	04/07/2026	03/30/2026			4,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-628	MAR 2026 LEASE: SOUND		0945635021	03/20/2026			4,972.00
004	SPARKLIGHT	261807	04/07/2026	03/31/2026			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	APR 2026:SOUND 51824		03202026	04/19/2026			2,580.00
004	IMAGES GALORE SIGNS LLC	261833	04/07/2026	04/01/2026			468.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	BLK VINYL SIGN(2): THE SOUND		26.0337	03/25/2026	260763		180.00
	004-510-559	BLK VINYL SIGN(8): BAR		26.0337	03/25/2026	260763		288.00
FUND TOTAL	4 Claims	to	Checks	5 Total	14,960.74 Manual		Held	Total 14,960.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	SEYMOUR ENGINEERING PLLC	261769	04/07/2026	03/31/2026			2,847.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-763	PROJECT OVERSIGHT: MBLUFF RD	9729	03/30/2026		2,847.50

FUND TOTAL 130 Claims to Checks 1 Total 2,847.50 Manual Held Total 2,847.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	JAAF LLC	261838	04/07/2026	04/01/2026			43,413.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	2026 FORD INTERCEPTOR 12778	F02794	03/31/2026	260383	42,803.00
156-100-799	POLICE UPGRADE PKG 65U	F02794	03/31/2026	260383	610.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SAVAGE RANGE SYSTEMS INC	261840	04/07/2026	04/01/2026			3,877.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	GT TABLETOP GUNSMITH	SIV012713	03/24/2026	260746	2,950.00
156-100-799	SHIPPING	SIV012713	03/24/2026	260746	927.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GRAFIX SHOPPE	261846	04/07/2026	04/01/2026			427.73	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	PD BADGE 8": 2026 POLARIS	169840	03/10/2026	260649	55.00
156-100-799	PD BADGE 6"(2): 2026 POLARIS	169840	03/10/2026	260649	96.00
156-100-799	GAUTIER GRAPHIC 2"X10	169840	03/10/2026	260649	30.00
156-100-799	POLICE GRAPHIC 2"X10	169840	03/10/2026	260649	30.00
156-100-799	GAUTIER PD GRAPHIC 3"X20 (2)	169840	03/10/2026	260649	80.00
156-100-799	GAUTIER GRAPHIC 2.5"X15	169840	03/10/2026	260649	30.00
156-100-799	POLICE GRAPHIC 2.5"X15	169840	03/10/2026	260649	30.00
156-100-799	UNIT NUMBER 3, 3" TALL	169840	03/10/2026	260649	45.00
156-100-799	SHIPPING: 2026 POLARIS	169840	03/10/2026	260649	31.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AMAZON CAPITAL SERVICE	261853	04/07/2026	04/01/2026			239.97	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	8" FLEX ARM HDMI MICROSCOPE	1374MFJX9X	03/23/2026	260752	239.97

FUND TOTAL 156 Claims to Checks 4 Total 47,957.70 Manual Held Total 47,957.70

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	261698	04/07/2026	03/27/2026			14,077.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	MAR 2026 LIBRARY SUPPORT	03242026	03/24/2026		14,077.61

FUND TOTAL 172 Claims to Checks 1 Total 14,077.61 Manual Held Total 14,077.61

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	261753	04/07/2026	03/30/2026			313.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	MTHLY SERV 2 LINES	2284972244	03/14/2026		313.12

176	HAYGOODS INDUSTRIAL ENGRAVERS INC	261830	04/07/2026	04/01/2026			379.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-541	LS GILDAN TEE (16): SSP MERCH	2603060	03/18/2026	260658	176.00
176-170-541	LS TEE XXL (3): SSP MERCH	2603060	03/18/2026	260658	39.00
176-170-541	SS TEE (18): SSP MERCH	2603060	03/18/2026	260658	144.00
176-170-541	SS TEE XXL (2): SSP MERCH	2603060	03/18/2026	260658	20.00

176	AMAZON CAPITAL SERVICE	261854	04/07/2026	04/01/2026			367.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-541	6PK CERAMIC MUG: SSP MERCH	1PDCC9LT9Q	03/19/2026	260715	25.99
176-170-541	BANDAIDS 80CT (3): SSP MERCH	1PDCC9LT9Q	03/19/2026	260715	11.91
176-170-541	2PK LANTERN: SSP MERCH	1PDCC9LT9Q	03/19/2026	260715	9.99
176-170-541	CUTTER SPRAY 12PK: SSP MERCH	1PDCC9LT9Q	03/19/2026	260715	67.44
176-170-541	5PK ROASTING SKEWER SET (3)	1PDCC9LT9Q	03/19/2026	260715	23.67
176-170-541	SM MS STATE CUTTING BOARD(2)	1PDCC9LT9Q	03/19/2026	260715	39.98
176-170-541	CHAMPION HORSE SHOE SET (2)	1PDCC9LT9Q	03/19/2026	260715	35.98
176-170-541	DISC GOLF SET (4)	1PDCC9LT9Q	03/19/2026	260715	79.96
176-170-541	CAMCO RV TOILET PAPER (2)	1PDCC9LT9Q	03/19/2026	260715	13.18
176-170-541	100PK ADULT RAIN PONCHOS	1PDCC9LT9Q	03/19/2026	260715	59.99
176-170-541	SHIPPING: SSP MERCH	1PDCC9LT9Q	03/19/2026	260715	6.99
176-170-541	DISCOUNTS	1PDCC9LT9Q	03/19/2026	260715	-7.97

FUND TOTAL 176 Claims to Checks 3 Total 1,059.23 Manual Held Total 1,059.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	261705	04/07/2026	03/27/2026			228,753.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
250-680-801	PRN PMT: S2018 REV BOND	05012026	03/15/2026		175,000.00
250-680-811	INT PMT: S2018 REV BOND	05012026	03/15/2026		53,753.13

FUND TOTAL 250 Claims to Checks 1 Total 228,753.13 Manual Held Total 228,753.13

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
251	2018-2019 BOND DEBT SERVICE FUND	261699	04/07/2026	03/27/2026			7,713.00	
	Account Number 251-900-950	Description TRX ACCUM INT: FY25 EST		Invoice # 03312026	Date 03/31/2026	P.O.	Amount 7,713.00	
FUND TOTAL 251	Claims to Checks 1 Total 7,713.00 Manual				Held		Total	7,713.00

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
253	2018-2019 BOND DEBT SERVICE FUND	261700	04/07/2026	03/27/2026			11,348.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
253-900-950	TRX ACCUM INT: FY25 EST	03312026	03/31/2026		11,348.00

FUND TOTAL 253 Claims to Checks 1 Total 11,348.00 Manual Held Total 11,348.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
256	TRUSTMARK LOAN OPERATIONS	261703	04/07/2026	03/27/2026			21,321.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
256-680-813	INT PMT: 20000000216847	05012026	03/27/2026		21,321.00

FUND TOTAL 256 Claims to Checks 1 Total 21,321.00 Manual Held Total 21,321.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
257	THE PEOPLES BANK	261702	04/07/2026	03/27/2026			43,603.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
257-680-813	INT: 3379 GO PI BOND S24	GAUTGOPI24	02/06/2026		43,603.13

FUND TOTAL 257 Claims to Checks 1 Total 43,603.13 Manual Held Total 43,603.13

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
258	FIRST SECURITY BANK	261706	04/07/2026	03/27/2026			123,690.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
258-680-811	INT PMT: 5.3 UTY REV BOND	594	03/01/2026		123,200.00
258-680-803	AGENT/WIRE FEES	594	03/01/2026		490.00

FUND TOTAL 258 Claims to Checks 1 Total 123,690.00 Manual Held Total 123,690.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	GOLDIN METALS INC	261825	04/07/2026	04/01/2026			2,833.74	
	Account Number: 310-093-720 — Description: METAL ROOFING: BARS/TKT BOOTH — Invoice #: 738015 — Date: 03/06/2026 — P.O.: 260659 — Amount: 2,833.74							
310	RIDGDELL BROS INC	261835	04/07/2026	04/01/2026			12,550.00	
	Account Number: 310-655-720 — Description: REPAIR GM PARK PIER — Invoice #: 23085228 — Date: 03/30/2026 — P.O.: 260584 — Amount: 12,550.00							

FUND TOTAL 310 Claims to Checks 2 Total 15,383.74 Manual Held Total 15,383.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC	261764	04/07/2026	03/31/2026			26,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
311-300-762	ENG DESIGN 90%	9728	03/30/2026		26,000.00

FUND TOTAL 311 Claims to Checks 1 Total 26,000.00 Manual Held Total 26,000.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
356	SEYMOUR ENGINEERING PLLC	261765	04/07/2026	03/31/2026			5,900.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
356-723-762	DESIGN: BLDG ENCL-LARK PLANT	9730	03/20/2026		5,900.00

FUND TOTAL 356 Claims to Checks 1 Total 5,900.00 Manual Held Total 5,900.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
363	SEYMOUR ENGINEERING PLLC	261766	04/07/2026	03/31/2026			24,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
363-726-762	ENG DESIGN/BIDDING 70%	9731	03/30/2026		24,000.00

FUND TOTAL 363 Claims to Checks 1 Total 24,000.00 Manual Held Total 24,000.00

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC	261767	04/07/2026	03/31/2026			29,345.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
364-724-762	TOPO SURVEY 60%	9727	03/30/2026		5,270.00
364-724-762	ENG DESIGN/BIDDING 50%	9727	03/30/2026		24,075.00

FUND TOTAL 364 Claims to Checks 1 Total 29,345.00 Manual Held Total 29,345.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	261670	04/07/2026	03/17/2026			15,581.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-823	ST LNS #5 ALLEN RD		03092026	03/09/2026		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		03092026	03/09/2026		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		03092026	03/09/2026		9,665.99	
400	2018-2019 BOND DEBT SERVICE FUND	261707	04/07/2026	03/27/2026			23,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2026: 2018 BOND DS		04012026	04/01/2026		23,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	261708	04/07/2026	03/27/2026			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2026: 2019 BOND DS		04012026	04/01/2026		32,000.00	
400	COGENT STRATEGIES LLC	261709	04/07/2026	03/27/2026			8,688.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 03/06/26-04/05/26		4252	03/17/2026		7,500.00	
	400-650-601	TRAVEL / PER DIEM REIM		4252	03/17/2026		1,117.14	
	400-650-601	TAXI CABS/UBERS - LOCAL		4252	03/17/2026		71.51	
400	JACKSON COUNTY UTILITY AUTHORITY	261710	04/07/2026	03/27/2026			269,116.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	APR 2026 WASTEWATER TRMT		3363	04/01/2026		269,116.00	
400	MISSION COMMUNICATIONS LLC	261711	04/07/2026	03/27/2026			2,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ISLE OF PINES		2020545	03/24/2026		402.00	
	400-651-698	RENEWAL: LOUIS ALEXIS		2020545	03/24/2026		402.00	
	400-651-698	RENEWAL: SOUNDVIEW		2020545	03/24/2026		402.00	
	400-651-698	RENEWAL: OST WEST		2020545	03/24/2026		402.00	
	400-651-698	RENEWAL: GRAVELINE @ CSV RR		2020545	03/24/2026		402.00	
400	AGJ SYSTEMS & NETWORKS INC	261718	04/07/2026	03/27/2026			2,334.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	MAR 2026: MSP COMP/ENDPT DET		MSP-130071	04/01/2026		1,861.50	
	400-092-606	MAR 2026: MS365 E-74; B-32		130141	04/01/2026		270.00	
	400-092-606	MAR 2026: LITIGATN HOLD (17)		130141	04/01/2026		22.95	
	400-092-606	MAR 2026: BACKUP SERVER (2)		130169	04/01/2026		180.00	
400	DELTA COMPUTER SYSTEMS INC	261726	04/07/2026	03/30/2026			259.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	APR 2026 ACCT SW MNT 50%		DHLMN21042	03/15/2026		259.70	
400	WARREN PAVING INC	261738	04/07/2026	03/30/2026			293.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3.06 TNS ASPHALT: JOBETH CUT		12882	03/18/2026		293.76	

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	261739	04/07/2026	03/30/2026			690.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 BASE RATE: 03/11-04/10/26 277-031126 03/11/2026						685.00	
	400-650-698 PAPER INVOICE FEE 277-031126 03/11/2026						5.00	
400	SPARKLIGHT	261749	04/07/2026	03/30/2026			195.88	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-698 APR 2026:44399 03162026 03/19/2026						195.88	
400	AT&T	261752	04/07/2026	03/30/2026			677.93	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-092-605 MAR 2026 BILLING 2284978000 03/14/2026						677.93	
400	AT&T	261754	04/07/2026	03/30/2026			72.59	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLLY SERVICES 2284972276 03/06/2026						72.59	
400	AT&T	261755	04/07/2026	03/30/2026			191.19	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-605 MONTHLY SERVICES 2284975234 03/14/2026						191.19	
400	SEYMOUR ENGINEERING PLLC	261768	04/07/2026	03/31/2026			1,897.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-603 BNDRY/TOPO SURVEY: FARRAGUT 9726 03/30/2026						1,247.50	
	400-650-603 EASEMENT SEARCH:LS-51 DUBARRY 9726 03/30/2026						200.00	
	400-651-683 EASEMENT SEARCH: SEACREST 9726 03/30/2026						450.00	
400	AMERICAN TANK MAINTENANCE LLC	261770	04/07/2026	03/31/2026			43,693.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-669 MAINT CONTRACT: HWY 57 94310 04/01/2026						1,095.00	
	400-651-669 MAINT CONTRACT: CENTRAL STN 94300 04/01/2026						12,450.50	
	400-651-669 MAINT CONTRACT: MARTIN BLUFF 94290 04/01/2026						9,247.50	
	400-651-669 MAINT CONTRACT: TOWN COMNS 94280 04/01/2026						7,348.50	
	400-651-669 MAINT CONTRACT: CARTER RD 94320 04/01/2026						7,852.50	
	400-651-669 MAINT CONTRACT: LARK ST 94270 04/01/2026						5,699.00	
400	MICRO METHODS INC	261800	04/07/2026	03/31/2026			75.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-698 TSS MONTHLY SAMPLE 2603496186 03/31/2026						75.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	261802	04/07/2026	03/31/2026			5,986.53	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 IONIZATION PLANT 99216002 03182026 03/24/2026						236.62	
	400-651-631 WATER WELLS 17882 03182026 03/24/2026						2,231.21	
	400-651-631 CITY HALL SOUTH 17882 03182026 03/24/2026						1,170.41	
	400-651-631 LIFT STNS 17882 03182026 03/24/2026						2,348.29	

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261803	04/07/2026	03/31/2026			940.94	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 LIFT STNS 89627001			03172026	03/23/2026		78.00	
	400-651-631 LIFT STNS 89702001			03172026	03/23/2026		35.00	
	400-651-631 CARTER-WTR TNK 109812001			03152026	03/20/2026		36.11	
	400-651-631 LIFT STNS 20649			03152026	03/20/2026		700.18	
	400-651-631 LIFT STNS 28779			03152026	03/20/2026		91.65	
400	SINGING RIVER ELECTRIC COOPERATIVE	261804	04/07/2026	03/31/2026			5,374.78	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 WATER WELLS 17881			03172026	03/23/2026		3,102.38	
	400-651-631 LIFT STNS 17881			03172026	03/23/2026		2,272.40	
400	SINGING RIVER ELECTRIC COOPERATIVE	261805	04/07/2026	03/31/2026			5,247.82	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-631 SCHOONER WELL 20688			03122026	03/18/2026		1,915.81	
	400-651-631 LIFT STNS 26088			03122026	03/18/2026		239.17	
	400-651-631 LIFT STNS 17875			03192026	03/25/2026		293.45	
	400-651-631 LIFT STNS 17883			03192026	03/25/2026		1,759.89	
	400-651-631 LIFT STNS 17884			03212026	03/26/2026		1,039.50	
400	COG DEPOSITORY ACCOUNT	261808	04/07/2026	03/31/2026			220.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-022-604 REIM DRUG SCN/PHYS: BOLTON,B			260220	11/14/2025		110.00	
	400-022-604 REIM DRUG SCN/PHYS: BLANQUERA			60488	03/18/2026		110.00	
400	COG DEPOSITORY ACCOUNT	261809	04/07/2026	03/31/2026			268.77	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-092-698 REIM LEASE:PSTG MACH 11292025			3321676148	11/29/2025		268.77	
400	FUELMAN	261811	04/07/2026	03/31/2026			180.42	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP70180635	03/16/2026		180.42	
400	FUELMAN	261813	04/07/2026	03/31/2026			240.82	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP70211689	03/23/2026		240.82	
400	FUELMAN	261815	04/07/2026	03/31/2026			282.41	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-525 UNL FUEL			NP70233968	03/30/2026		282.41	
400	BORDIS & DANOS PLLC	261817	04/07/2026	04/01/2026			10,125.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-060-602 APR 2026 RETAINER			154	04/01/2026		10,125.00	
400	REYNOLDS WHOLESALE CO	261822	04/07/2026	04/01/2026			270.50	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-510 #275GN TISSUE 96/CS (2)			80453	03/17/2026	260722	113.90	
	400-650-510 #1508 MFB TOWELS			80453	03/17/2026	260722	27.95	

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	REYNOLDS WHOLESALE CO	261822	04/07/2026	04/01/2026			270.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	VB PAPER TOWEL 30/CS (2)		80453	03/17/2026	260722	73.90	
	400-650-510	38X58 BLK CAN LINER 100CT		80453	03/17/2026	260722	34.95	
	400-650-510	CLOROX WIPES 85CT (4)		80453	03/17/2026	260722	19.80	
400	SOUTHERN PIPE & SUPPLY CO INC	261828	04/07/2026	04/01/2026			32.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	4" 3034 PVC SEWER WYE (5)		1080654201	03/06/2026	260599	32.60	
400	CENTRAL PIPE SUPPLY-JACKSON	261831	04/07/2026	04/01/2026			2,644.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PVC S/W FLNGE 4"VAN STONE(10)		446466.001	03/27/2026	260745	357.70	
	400-651-584	PVC S40 90 ELL S/W 4" (10)		446466.001	03/27/2026	260745	193.20	
	400-651-584	PVC S40 BUSHING S/W 4X3 (4)		446466.001	03/27/2026	260745	46.92	
	400-651-584	PVC S40 BUSHING S/W 4X3 (6)		446466.002	03/27/2026	260745	70.38	
	400-651-583	FORD BRASS CPLG 3/4" (42)		445762.001	03/27/2026	260741	1,299.06	
	400-651-581	S/B FULL CIR 244 2" CTSX6"(2)		445762.001	03/27/2026	260741	152.40	
	400-651-581	S/B FULL CIR 226-00023807 (2)		445762.001	03/27/2026	260741	152.24	
	400-651-581	S/B FULL CIR 226-00035007 (2)		445762.001	03/27/2026	260741	180.88	
	400-651-581	S/B FULL CIR 226-00040007 (2)		445762.001	03/27/2026	260741	191.92	
400	BAYOU CONCRETE LLC	261832	04/07/2026	04/01/2026			685.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2.5CY 3000 PSI: MBLUFF REPR		345362	03/13/2026	260700	385.00	
	400-651-683	DROP FEE		345362	03/13/2026	260700	60.00	
	400-651-683	FUEL		345362	03/13/2026	260700	40.00	
	400-651-683	DELIVERY FEE		345362	03/13/2026	260700	200.00	
400	BAY MOTOR WINDING INC	261834	04/07/2026	04/01/2026			10,403.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REWIND 3HP MOTOR: OST-W LS		0138333	02/27/2026	260537	3,360.00	
	400-651-584	IMPELLER: OST-W LS		0138333	02/27/2026	260537	683.00	
	400-651-584	REBUILD 3PH MOTOR: DOLPHIN LS		0138458	03/13/2026	260533	3,460.00	
	400-651-584	SEAL PLATE		0138458	03/13/2026	260533	1,525.00	
	400-651-584	MACHINE WORK		0138458	03/13/2026	260533	625.00	
	400-651-584	IMPELLER: DOLPHIN LS		0138458	03/13/2026	260533	750.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	261842	04/07/2026	04/01/2026			223.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK B221HOO HY CARTRIDGE		6057698943	03/04/2026	260669	112.99	
	400-650-500	4PK DAB-N-SEAL ENV MOISTENER		6057698943	03/04/2026	260669	13.29	
	400-650-500	LEXMARK B220Z00 IMAGING UNIT		6057775580	03/05/2026	260669	96.99	
400	CITY ELECTRIC SUPPLY CO	261843	04/07/2026	04/01/2026			864.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3PH VOLTAGE MONITOR 190-4(2)		PAS/107739	03/04/2026	260598	610.00	
	400-651-584	MDP CONT 2P 30A 120VAC COIL		PAS/107840	03/10/2026	260698	26.39	
	400-651-584	TRAY CABLE 10/3 (30): L STNS		PAS/108139	03/23/2026	260743	60.09	
	400-651-584	2-14 AWG ALUM LUG(50): LSTNS		PAS/108106	03/23/2026	260742	93.00	
	400-651-584	2P 24-12 PUSH IN LVR CONN(50)		PAS/108106	03/23/2026	260742	20.92	
	400-651-584	F4P 14"MNTG TIE 120LBS (200)		PAS/108106	03/23/2026	260742	54.10	

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOLAR CONTROL INC	261849	04/07/2026	04/01/2026			2,335.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-635	TINT DOORS-WINDOWS: UTY BLDG	71525	03/16/2026	260716	2,335.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMAZON CAPITAL SERVICE	261855	04/07/2026	04/01/2026			86.87	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-500	BLACK & DECKER TOASTER OVEN	1JF3MXFRY4	03/13/2026	260701	86.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	261859	04/07/2026	04/01/2026			802.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	RELAY/PHASE MONITOR 190-480V	476650	03/16/2026	260673	512.00
400-651-581	MISSION RF8007 ANTNA:MB WELL	476795	03/24/2026	260684	145.00
400-651-581	MISSION RF8007 ANTNA:LARK WELL	476795	03/24/2026	260684	145.00

FUND TOTAL 400 Claims to Checks 37 Total 447,992.85 Manual Held Total 447,992.85

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	BORDIS & DANOS PLLC	261818	04/07/2026	04/01/2026			1,125.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-060-602	APR 2026 RETAINER	154	04/01/2026		1,125.00

FUND TOTAL 404 Claims to Checks 1 Total 1,125.00 Manual Held Total 1,125.00

Docket of Claims
Release date from 04/07/2026 thru 04/07/2026

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	64	Total	595,645.14	Manual	Held	Total	595,645.14
FUND 4	Claims	to	Checks	5	Total	14,960.74	Manual	Held	Total	14,960.74
FUND 130	Claims	to	Checks	1	Total	2,847.50	Manual	Held	Total	2,847.50
FUND 156	Claims	to	Checks	4	Total	47,957.70	Manual	Held	Total	47,957.70
FUND 172	Claims	to	Checks	1	Total	14,077.61	Manual	Held	Total	14,077.61
FUND 176	Claims	to	Checks	3	Total	1,059.23	Manual	Held	Total	1,059.23
FUND 250	Claims	to	Checks	1	Total	228,753.13	Manual	Held	Total	228,753.13
FUND 251	Claims	to	Checks	1	Total	7,713.00	Manual	Held	Total	7,713.00
FUND 253	Claims	to	Checks	1	Total	11,348.00	Manual	Held	Total	11,348.00
FUND 256	Claims	to	Checks	1	Total	21,321.00	Manual	Held	Total	21,321.00
FUND 257	Claims	to	Checks	1	Total	43,603.13	Manual	Held	Total	43,603.13
FUND 258	Claims	to	Checks	1	Total	123,690.00	Manual	Held	Total	123,690.00
FUND 310	Claims	to	Checks	2	Total	15,383.74	Manual	Held	Total	15,383.74
FUND 311	Claims	to	Checks	1	Total	26,000.00	Manual	Held	Total	26,000.00
FUND 356	Claims	to	Checks	1	Total	5,900.00	Manual	Held	Total	5,900.00
FUND 363	Claims	to	Checks	1	Total	24,000.00	Manual	Held	Total	24,000.00
FUND 364	Claims	to	Checks	1	Total	29,345.00	Manual	Held	Total	29,345.00
FUND 400	Claims	to	Checks	37	Total	447,992.85	Manual	Held	Total	447,992.85
FUND 404	Claims	to	Checks	1	Total	1,125.00	Manual	Held	Total	1,125.00
Total for all Funds			Checks	128	Total	1,662,722.77	Manual	Held	Total	1,662,722.77

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approval of Minutes from the Recessed Council Meeting held March 17, 2026, and Special Call Meeting held March 27, 2026**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held March 17, 2026 and Special Call Meeting held March 27, 2026

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held March 17, 2026 and the Special Call Meeting held March 27, 2026 are hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

Tuesday
March 17, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 17, 2026 at 6:30pm in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Eric Minor, Cameron George, Richard Jackson, Lorenzo Fuller, and Dante Elbin. Also present were Carlos Moulds, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney, and other concerned citizens. Present by teleconference was Councilwoman Kay Jamison.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 17, 2026 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.

2. Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).

3. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.

4. Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).

IV. Presentation Agenda

V. Business Agenda

1. Consider a request for a twenty-foot (20') variance and ten-foot (10') variance to lot width requirements to allow the division of property in a R-1 Low Density Single Family Residential Zoning District, located at the corner of Hastings and Shirley Dr, Gautier, MS (GPC #26-04-VAR)

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

2. **Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single Family Residential Zoning District, located at 4835 Old Spanish Trail, Gautier, MS (GPC #26-05-VAR)**

☐	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 Regular Council Meeting held March 3, 2026**
2. **Receive February 2026 Privilege License Reports**
3. **Receive January 2026 Finance Reports**
4. **Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball League**
5. **Approval of a lease-purchase agreement with Cadence Bank for four 2026 Ford Explorers for the Police Department**
6. **Authorization to advertise for Request for Proposals for Disaster Debris Removal Services**
7. **Authorization to Advertise Request for Proposal for Disaster Response Services and Supply Firms**
8. **Authorization to Advertise Request for Proposal for Disaster Debris Monitoring Services**
9. **Authorization to Acknowledge Bid and Award Contract for the Lark Park Improvements Project**
10. **Authorization to submit a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department**

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 April 7, 2026 at 6:30pm
www.gautier-ms.gov

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

Councilman Jackson made the motion to approve the agenda order with the following revisions:

1. Add to Announcements – Administrative Offices will be closed Friday, April 3rd for Good Friday.

2. Add to Presentation – Intellectual and Developmental Disabilities Awareness Month Proclamation

Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Announcements

1. City of Gautier's Easter Egg-Ventures will be on March 21, 2026, beginning at 11:00 a.m. at Gautier Town Commons, featuring a petting zoo, egg hunt, food trucks, carnival rides, and face painting.

2. Tasty Thursday will be March 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).

3. City of Gautier's Earth Day Celebration, including the Garden Club plant sale, will be Friday, April 17th, from 9:00am until 3:00pm at Shepard State Park's Welcome Center.

4. Jamal Roberts, featuring Unfazed Show & Band and Party at the Moontower, will be performing at The Sound Amphitheater on Sunday, April 12th, starting at 5pm (doors open at 4pm).

Presentation

1. Intellectual and Developmental Disabilities Awareness Month Proclamation

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EASTER

EGG... VENTURES
&
FOOD TRUCKS

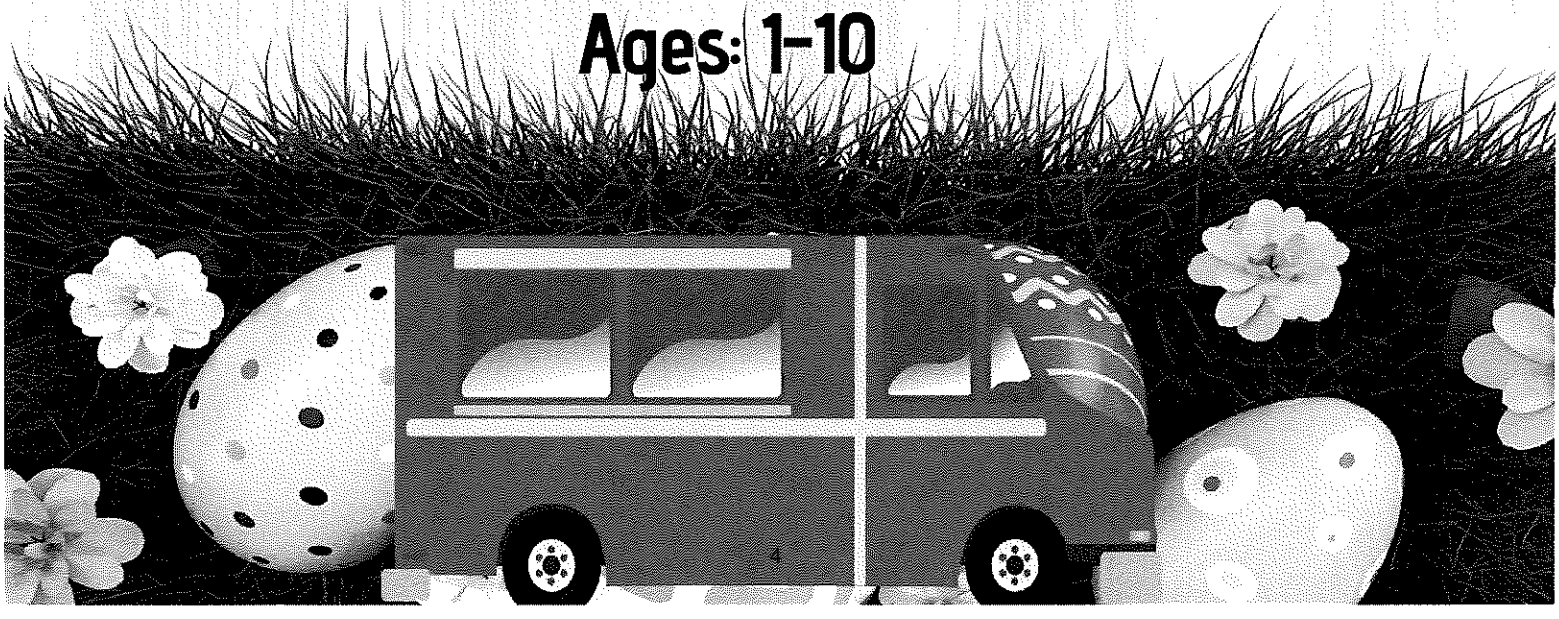
11AM

MARCH 21, 2026

2800 Hwy 90

PETTING ZOO 11-2	EGG HUNT 12 NOON	FOOD TRUCKS 11-2	CARNIVAL RIDES 11-2	FREE FACE PAINTING

Ages: 1-10



GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!



4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

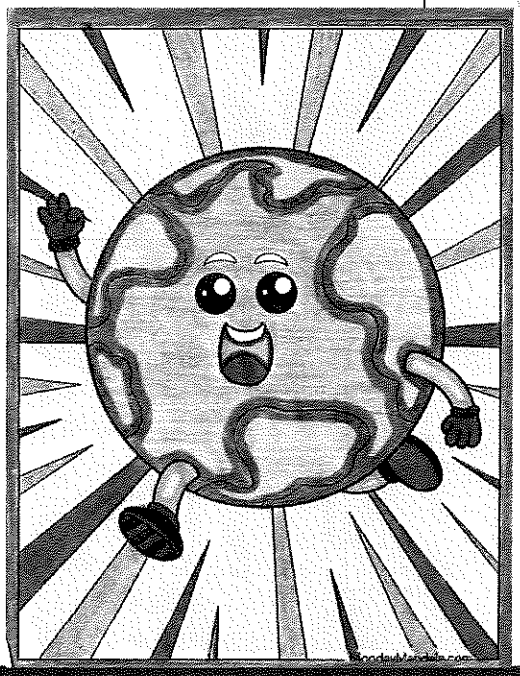
SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

City of Gautier

EARTH DAY CELEBRATION!

GAUTIER
MISSISSIPPI



Art Work
Created By
Jimmy Gutierrez
Gautier Elementary

Friday, April 17, 2026
Shepard State Park
9:00 am - 3:00 pm

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

Councilman Minor made the motion to accept the Planning Commission's recommendation and approve the request for a twenty-foot (20') and ten-foot (10') variance to lot width requirements to allow the division of property in a R-1 Low Density Single Family Residential Zoning District, as presented, located at the corner of Hastings and Shirley Dr, Gautier, MS (GPC #26-04-VAR) (PID #85433015.000). 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 045-2026

WHEREAS, the Planning Department received a request from Tyler Ridgdell, owner of RBI Properties, LLC, located at the corner of Hastings and Shirley Dr, for a twenty-foot (20') variance and ten-foot (10') variance to lot width requirements to split a corner lot in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on January 20, 2026, the Planning Department received a request from the applicant for a twenty-foot (20') variance to lot width on a corner lot and ten-foot (10') variance to lot width requirements to split a corner lot; and

WHEREAS, the applicant would like to split the parcel into two lots, so the corner lot is eighty-foot (80') wide at the front building line and the interior lot is seventy-foot (70') wide at the front building line; and

WHEREAS, pursuant to the Unified Development Ordinance, the minimum lot width for interior lots in a R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is requesting a twenty-foot (20') variance to lot width on a corner lot and ten-foot (10') variance to lot width on the adjoining interior lot; and

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the variance with the recommendation from the Planning Commission for this request;

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

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Babs Logan, Planning Technician
Date:	03/10/2026
Subject:	Consider a request for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The property is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000, (GPC #26-04-VAR)

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:
A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision
of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.
The UDO defines **Hardship** as:
Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.
UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends approval of the Variance as presented.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.5.26 (26-04-VAR)
2. Complete Packet 26-04-VAR

Excerpt from March 5, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a variance to lot width requirements for a proposed lot split. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the proposed corner lot and a **TEN FOOT (10') VARIANCE** is required for the proposed interior lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District at the corner of Hastings Road & Shirley Drive, PID #85433015.000. (GPC #26-04-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He asked the Commissioners to look at Exhibit A, the location map. He explained that the old line in yellow showed the lot split into two lots, but that line is no longer there. Ome time in the past, someone went to the county and dropped that lot line to combine the two lots. Although the map has not been updated, it is now one lot. The applicant wants to split the lot back into two lots but would like to split it in the other direction as shown in his application. If the request is granted and the applicant does get the reduction in lot width approved, he will be required to meet the current R-1 District setbacks.

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

UDO SECTION 4.18: Variance

> In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as "use Variances" are not legal in the State of Mississippi.
>
> Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.
>
> 4.18.1 Who May Initiate
>
> A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.
>
> 4.18.2 Application for Variance
>
> Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning

Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward asked the applicant to present his case.

Tyler Ridgdell, applicant and owner of RBI Properties LLC, stated that when he purchased the lot the gentleman he had purchased it from told him that it was originally

two lots but he had combined it into one lot because the taxes would be cheaper and he knew he wasn't going to sell the property any time soon. If it had not been changed into one lot Mr. Ridgdell said he probably could have worked with the two original lots. His intention is to build two homes in that area, preferably on the proposed two lots. He was unaware that a corner lot, if you changed the lot line, was now required to be 100' in width, until after he purchased the land. He restructured the lot to turn it back into two lots, but he would only have 80' on the corner lot and still be able to build the house on a corner lot with the original setback guidelines. Originally in that general area the other corner lots are less than 100'. This would not be the only one with less than 100' and would not stand out from the other corner lots in the area.

Chairman Ward noted that on Joy Drive, the next street over, the corner lot was 75'.

Mr. Ankerson said that he could concur that there are several lots in the area that do not meet the current requirements.

Commissioner Canada asked if the smaller lots had been like that for years.

Mr. Ankerson reminded Commissioners that the area was not annexed until 2002, so most of those lots were platted prior to it becoming part of the city. County requirements at that time were most likely different than the City's current requirements.

Commissioner Hudson asked Mr. Ridgdell how long before he planned to build on the lots.

Mr. Ridgdell said he wanted to start building two months ago but he found out he had to get a variance, so he is currently building somewhere else. He said he is completing one house this week and, if the variance is granted, he plans to start building on those two lots within three weeks. He also said that he would not need any variances on setbacks. If allowed to split the lots as proposed, he would be able to meet current setback requirements.

Nathan Noble, who lives across from the subject property, said he has no objection to the request. He said he does take objection to the total demolition of the trees, especially because it is one of the older areas in Gautier. The other thing he wanted to address was a little bit of concern with the contractors mulching and having the mulch going onto his carport, car, and azaleas. He would also like to see the homes with a cottage aesthetic like some of the other houses, because it is one of the older areas.

Mr. Ridgdell said that the mulching Mr. Noble was talking about was not done by him. Anything done thus far was done by a previous owner. The mulching does not pertain to the proposed property.

Chairman Ward said he understands what Mr. Noble is saying about preserving some of the landscape that is there, but he also understands that could become difficult when you are trying to build a house on a lot like that. The only thing he knows of in the

Ordinance that the city can hold someone to from just clear cutting a piece of property is the Protected Tree Ordinance regarding live oaks and magnolias. Some people may question that a smaller corner lot might make it hard to see down the street, but as far as visibility is concerned clearing the lot would only help. The lot is currently wooded, and it is hard to see around the corner because of the trees. There are already corner lots in the area that are 75' wide. There are also 50' wide lots in the same area. The lot would be consistent with the neighborhood or the characteristics of the existing neighborhood.

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

ACTION TAKEN:

Commissioner Buxton made a motion to recommend approval of the Variance as presented.

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

AYES:	**Josh Ward**
	Maurice Hudson
	Robert Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
ABSENT:	**Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 5, 2026

GPC #26-04-VAR

Corner of Hastings Road & Shirley Drive

VII. NEW BUSINESS

1. Consider a request for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The property is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000, (GPC #26-04-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 25, 2026

Subject: Consider a request for a variance to lot width requirements for a proposed lot split. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the proposed corner lot and a **TEN FOOT (10') VARIANCE** is required for the proposed interior lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District. Corner of Hastings Road & Shirley Drive, PID #85433015.000. (GPC #26-04-VAR)

REQUEST:

The Planning Department has received a request from Tyler Ridgdell, owner of RBI Properties LLC, for a variance to lot width requirements to split a corner lot. A **TWENTY-FOOT (20') VARIANCE** to lot width requirements is required for the corner lot and a **TEN FOOT (10') VARIANCE** is required for the other lot. The lot is in a R-1 Low Density Single-Family Residential Zoning District located at the corner of Hastings Road & Shirley Drive, PID#85433015.000. (GPC #26-04-VAR). The application fee of $175 was paid on January 20, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to split a parcel into two lots. He would like to split the parcel so the corner lot is eighty feet (80') wide at the front building line and the interior lot is seventy feet (70') wide at the front building line. The Unified Development Ordinance (UDO) section 5.4.4 (B) states that the minimum lot width for interior lots in an R-1 District is eighty feet (80') at the front building line and the minimum lot width for a corner lot is one hundred feet (100'). The applicant is asking for a twenty-foot (20') variance to lot width on the corner lot and a ten-foot (10') variance on the interior lot.

DISCUSSION:

The applicant is asking for a twenty-foot (20') variance to lot width on a corner lot and a ten-foot (10') variance to lot width on the adjoining interior lot. If approved, the corner lot would be eighty feet (80') wide at the front building line and the interior lot would be seventy feet (70') wide. The UDO requires a corner lot in an R-1 District to be one hundred feet (100') wide at the front building line and an interior lot to be eighty feet (80') wide.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

26-04-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

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

Name of Applicant: Tyler Richdell

Name of Business: RDI Properties LLC. Phone: 228-217-0405

Property Address: Parcel #8543301S.000 Mailing Address (if Different): 12215 Hwy 57, Vancleave MS, 39565

E-Mail Address: RDI.MS.US@gmail.com

Reason for request, location and intended use of Property: 20' variance to lot width for lot split in R-1

ATTACHMENTS REQUIRED AS APPLICABLE:

_____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

_____ 2. A detailed project narrative.

_____ 3. Copy of protective covenants or deed restrictions, if any.

_____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 5. Any other information requested by the Planning Director.

Signature of Applicant: _____ Date of Application: 1/20/2026

FOR OFFICE USE ONLY

Date Received 1/20/26 Verify as Complete Scott

Fee Amount Received 176.00 Initials of Employee Receiving Application Labs

VARIANCE

Criteria for Approval

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

   Corner lots require a greater width.

2. Are these special conditions and circumstances a result of your actions? Explain.

   Yes, to be able to build a home and have the required setbacks enforced by the city.

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

   Corner lots require a greater width.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

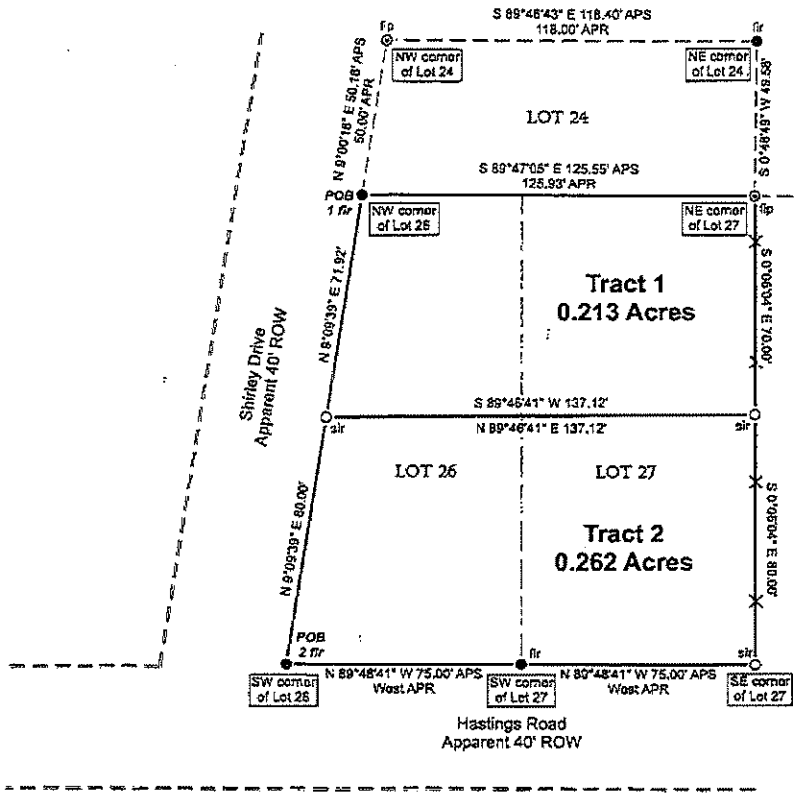
   NO.

NARRATIVE

This lot was originally two lots. I would like to make it back into two lots and build two nice homes there to continue to help Gautier thrive.

JOY DR
SHIRLEY DR
70.02
160.5
216.2
100.2
69.74
125.93
50.93
151.92
150
75
50
25
225

Amacker Surveying, LLC
41 Meadow Hill, Poplarville, MS 39470
601-550-0050 601-795-5645
bryanamacker@gmail.com
grayson.amacker@gmail.com



25

Tract 1

A parcel of land being a part of Lot 26 and Lot 27 in the Hastings Singing River Gardens Annex Subdivision, as per plat or map in the Office of Chancery Clerk, Jackson County, Mississippi, and being more particularly described as follows: Beginning at a found 1/2" rebar marking the NW corner of said Lot 26 on the East margin of Shirley Drive (Public Paved Road); thence leaving said margin S 89° 47' 05" E 125.55 feet to a found 1/2" iron pipe marking the NE corner of said Lot 27; thence S 00° 06' 04" E 76.00 feet to a set 1/2" rebar; thence S 89° 46' 41" W 137.12 feet to a set 1/2" rebar on the East margin of Shirley Drive (Public Paved Road); thence along said margin N 9° 09' 39" E 71.92 feet back to the Point of Beginning, the Area being 0.213 Acres more or less.

Bearings shown are referenced to a true meridian as determined by G. P. S. observation (RTK) Solution.

Note: This survey does not constitute a title search. There may be other documents of record that may affect the property.

Tract 2

A parcel of land being a part of Lot 26 and Lot 27 in the Hastings Singing River Gardens Annex Subdivision, as per plat or map in the Office of Chancery Clerk, Jackson County, Mississippi, and being more particularly described as follows: Beginning at a found 1/2" rebar marking the SW corner of said Lot 26 on the intersection of the North margin of Hastings Public Paved Road and the East margin of Shirley Drive (Public Paved Road); thence along said East margin of Shirley Drive (Public Paved Road) N 9° 09' 39" E 80.00 feet to a set 1/2" rebar; thence leaving said margin N 89° 46' 41" E 137.12 feet to a set 1/2" rebar; thence S 00° 06' 04" E 80.00 feet to a set 1/2" rebar marking the SE corner of said Lot 27 on the North margin of Hastings Public Paved Road; thence along said margin these following courses: N 89° 46' 41" W 75.00 feet to a found 1/2" rebar marking the SW corner of said Lot 27; thence N 89° 46' 41" W 75.00 feet back to the Point of Beginning, the Area being 0.262 Acres more or less.

Bearings shown are referenced to a true meridian as determined by G. P. S. observation (RTK) Solution.

Note: This survey does not constitute a title search. There may be other documents of record that may affect the property.

LEGEND

- ○ Set 1/2" Rebar
- ● Found 1/2" Rebar
- ⊙ Found Iron Pipe
- -x- Fence

BRYAN AMACKER — LAND SURVEYOR — PLS-5275 — STATE OF MISSISSIPPI

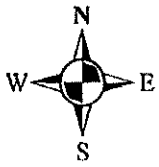
A Survey for RBI Properties LLC

SCALE	DATE	DRAWN BY
40 Ft/In	1/14/2026	GA
JOB	Reference:	
26-008	DB 2225 p. 583	

This map drawn with TRAVERSE PC. Software

(original split) before someone combined lots

Exhibit A
Location Map



Prepared by:

City of Gautier
Planning Department



Exhibit B
Existing Zoning

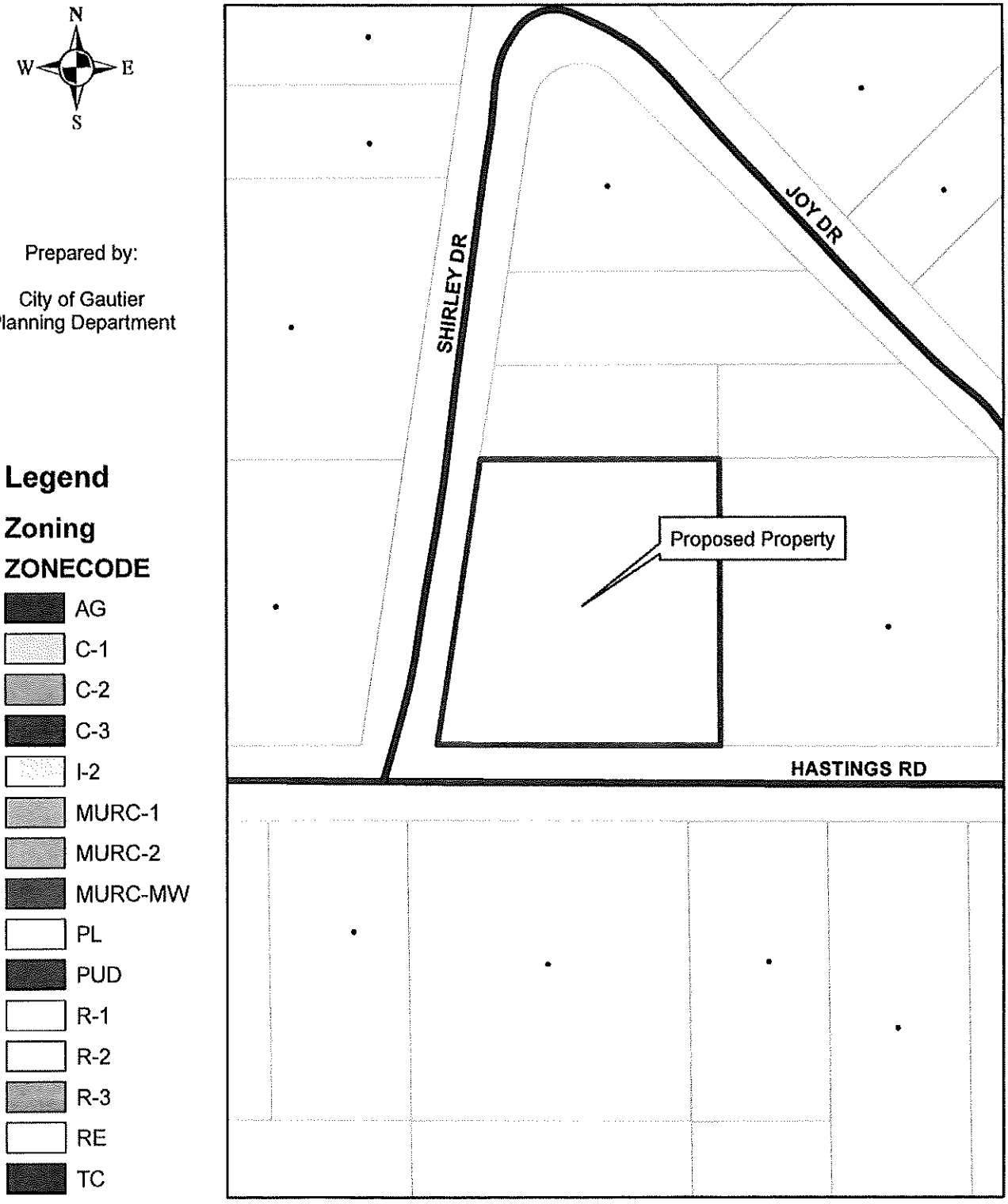
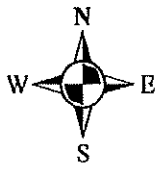


Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department



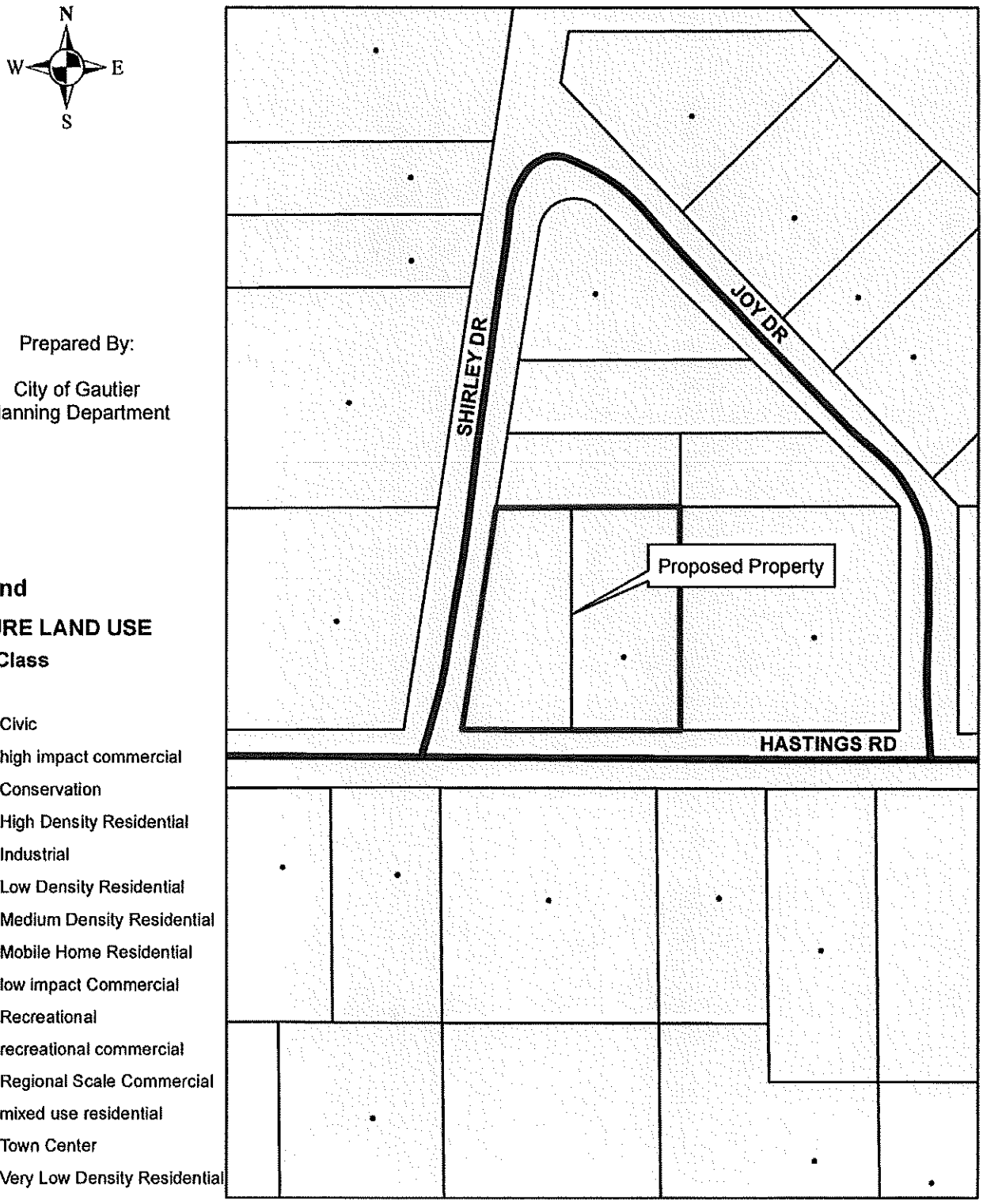
Legend

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 George made the motion to accept the Planning Commission's recommendation and approve the request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single Family Residential Zoning District, as presented, located at 4835 Old Spanish Trail, Gautier, MS (GPC #26-05-VAR) (PID #82438110.075). Councilman Fuller 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 046-2026

WHEREAS, the Planning Department received a request from Danny Chieh, located 4835 Old Spanish Trail, for a two-foot (2') variance to fence height in a front yard, in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on January 29, 2026, the Planning Department received a request from the applicant for a two-foot (2') variance to fence height in a front yard; and

WHEREAS, the applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and eighty feet (80') in front of his house; and

WHEREAS, pursuant to the Unified Development Ordinance, a fence shall not exceed four feet (4') in height within a designated front yard. The applicant is requesting a two foot (2') variance to fence height within a front yard, due to the property's direct exposure to traffic, headlights, and roadway activity; and

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the variance with the recommendation from the Planning Commission for this request;

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

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

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
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 March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Babs Logan, Planning Technician
Date:	03/10/2026
Subject:	Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence across his front yard. The fence would be approximately eighty feet (80') in front of his house and another twenty-two feet (22') from the road. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard. He is asking for the variance due to the property's direct exposure to traffic, vehicle headlights and the roadway activity. He feels the additional height would provide addition safety.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

are not legal in the State of Mississippi.
Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends approval of the Variance as presented.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.5.26 (26-05-VAR)
2. Complete Packet 26-05-VAR

Excerpt from March 5, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that the fence was already in place.

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence across his front yard. The fence would be approximately eighty feet (80') in front of his house and another twenty-two feet (22') from the road. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard. He is asking for the variance due to the property's direct exposure to traffic, vehicle headlights and the roadway activity. He feels the additional height would provide addition safety.

DETERMINATION OF APPLICABLE LAW:

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The UDO defines **Hardship** as:

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward asked the applicant to present his case.

Danny Chieh, the applicant, said he built his house two years ago and is in the process of trying to finish out the landscaping. He didn't realize that the code requirements only allowed a 4' fence in the front yard. It is a metal decorative fence that is completely see-thru. For him to come down to 4' would require quite a bit of cutting and work. His request is to see if he can keep the 6' fence.

Chairman Ward asked if there was a particular reason for going with a 6' fence.

Mr. Chieh said that it looked really good. The front yard is about 300' wide. The fence doesn't seem that high because the property is so large.

Commissioner Canada stated that the house is really nice. The main thing is that you can see in and out as you are backing up.

Evelynn Stephens, who lives just west of his property, said it is a lovely fence, and she is all for young people coming in and beautifying the neighborhood. Although she does feel that the fence is a little high, she does not object to it as it is. She noted that if there were trees there it would be harder to see down the road.

Chairman Ward said there is a really big ditch there and the fence is about 22' off the road so anyone coming out of the driveway should be able to see.

Mr. Ankerson stated that the fence does not offend the site triangle called out in the Ordinance.

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

ACTION TAKEN:

Commissioner Buxton made a motion to recommend approval of the Variance as presented.

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

AYES:	**Josh Ward**
	Maurice Hudson
	Robert Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
ABSENT:	**Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

March 5, 2026

GPC #26-05-VAR

4835 Old Spanish Trail

VII. NEW BUSINESS

2. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075, (GPC #26-05-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 25, 2026

Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR)

REQUEST:

The Planning Department has received a request from Danny Chieh for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 4835 Old Spanish Trail, PID #82438110.075. (GPC #26-05-VAR) The application fee of $175 was paid on January 29, 2026. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') decorative fence across his front yard. The fence would be approximately twenty-two feet (22') from the road and another eighty feet (80') in front of his house. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

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4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

26-05-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

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

Name of Applicant: Danny Chieh

Name of Business: _____ Phone: 2282175078

Property Address: 4835 Old Spanish Trail PID # 82438110.076 Mailing Address (if Different): _____

E-Mail Address: Dannychieh@aol.com

Reason for request, location and intended use of Property: Home - 6' fence in front yard; 2' variance to fence height

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓ 2. A detailed project narrative.

NA 3. Copy of protective covenants or deed restrictions, if any.

NA 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 5. Any other information requested by the Planning Director.

Signature of Applicant: _____ Date of Application: 1-30-2026

FOR OFFICE USE ONLY

Date Received 1/29/26 Verify as Complete BL

Fee Amount Received 176.00 Initials of Employee Receiving Application BL

VARIANCE

Criteria for Approval

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

2. Are these special conditions and circumstances a result of your actions? Explain.

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

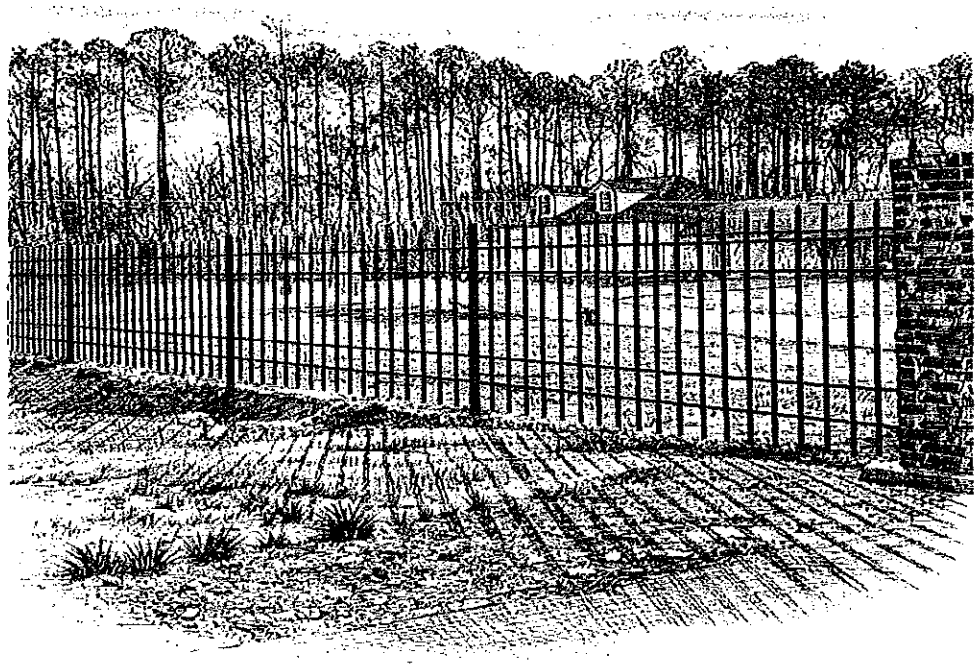
1. The front yard is directly exposed to continuous traffic, headlights, and road noise. The decorative fence was constructed to provide increased safety, privacy, and visual screening while maintaining an attractive appearance consistent with the character of the area. Additionally, the fence is decorative in nature, open-style, and not a solid privacy barrier, which minimizes visual obstruction while still providing functional benefits to the property.

2. No. The special conditions are not the result of the property owner's actions. The location of the property along Old Spanish Trail and the associated traffic conditions existed prior to construction and are unique to the site.
The fence was constructed without knowledge of the specific front-yard height limitation. There was no intent to violate zoning requirements, and Danny is now seeking approval through the proper legal process.

3. Properties on lower-traffic residential streets do not face the same safety, visibility, and exposure concerns. Without the additional height, the property lacks comparable protection and privacy that similarly zoned properties reasonably enjoy.
Granting the variance would allow this property to function similarly to others in the district despite its unique roadway exposure.

4. No. Granting this variance would not confer a special privilege. The request is limited solely to addressing the unique conditions of this property's location along a major roadway.

The fence is decorative, well-maintained, and compatible with surrounding development. Approval would not set an unreasonable precedent, nor would it allow use inconsistent with the zoning district. It would simply provide reasonable relief based on site-specific conditions. Additionally the placement of the fence would not obstruct, place beneath or above any underground utilities or overhead lines



NARRATIVE

1. The subject property is located on Old Spanish Trail in Gautier, Mississippi, a roadway that carries significantly higher traffic volume & speed than a typical residential street.

In an effort to improve safety & define the boundary between the residence & the roadway, a decorative metal fence was installed along the front of the property. The fence is open-style, visually attractive, & consistent with the character of the surrounding area.

At the time of construction, I was not aware that front-yard fencing along this roadway was limited to four feet in height. Upon learning of the requirement, I immediately began the variance process in order to address the matter properly.

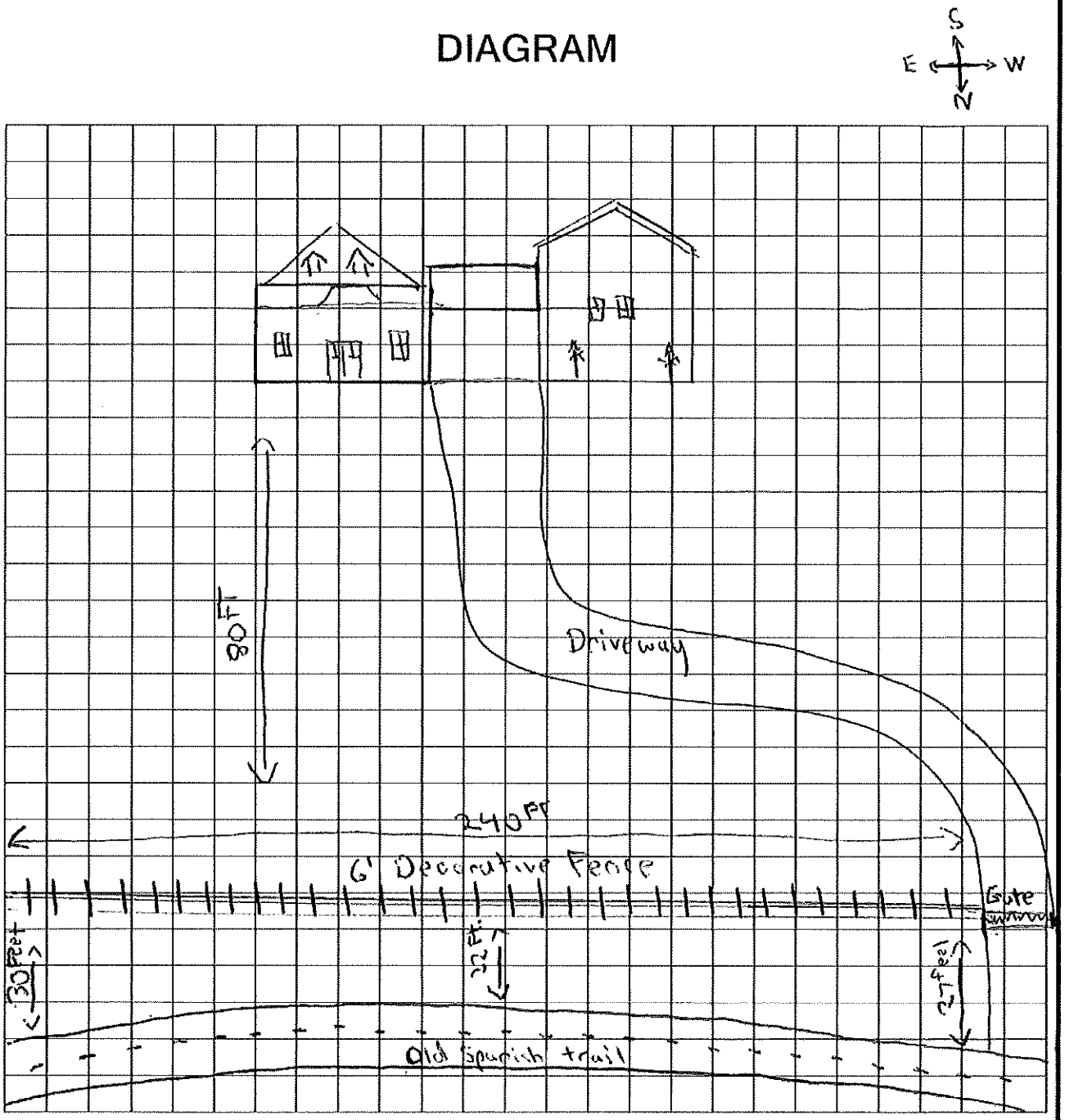
Due to the property's direct exposure to traffic, vehicle headlights, & the roadway activity, the additional height provides meaningful safety benefits. The fence helps establish a clear boundary, reduces headlight glare, & contributes to a safer environment for residents, visitors, & pets.

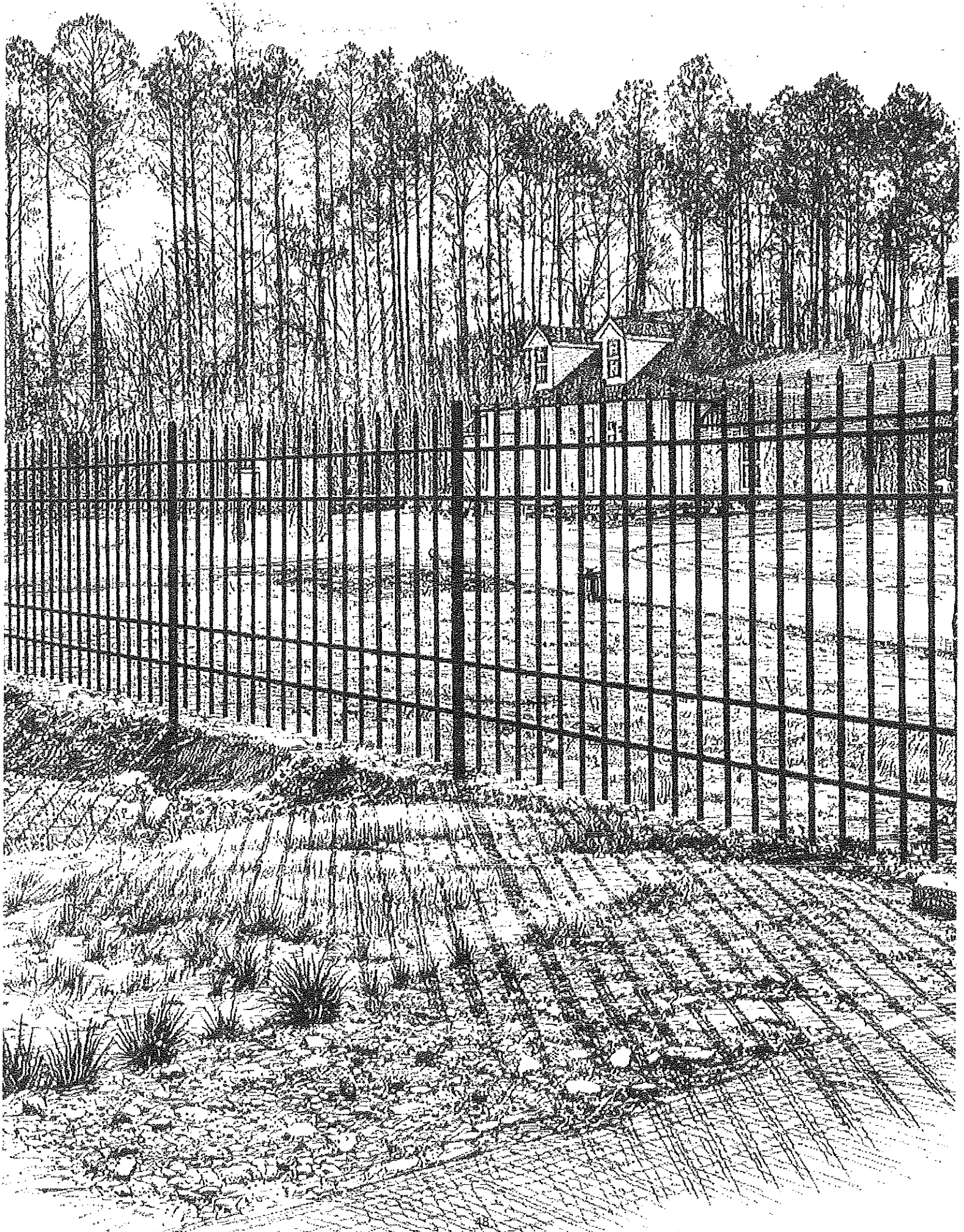
The requested variance is not intended to create a special ~~privilege~~ privilege, but rather to allow reasonable use of the property in light of its unique location along a major roadway. The fence does not obstruct visibility, is not a solid barrier, & does not negatively impact neighboring properties.

For these reasons, approval of the requested variance would represent a reasonable & practical solution consistent with the intent of the zoning ordinance while addressing the unique conditions of the site.

Additionally the placement of the fence would not obstruct, place beneath or above any underground utilities or overhead liners.

DIAGRAM


S
E
W
N
80 FT
Driveway
240 FT
6' Decorative Fence
Gate
30 Feet
22 ft.
12 Feet
Old Spanish trail



4835 Old Sawmill Trail

Exhibit A
Location Map



Prepared by:

City of Gautier
Planning Department

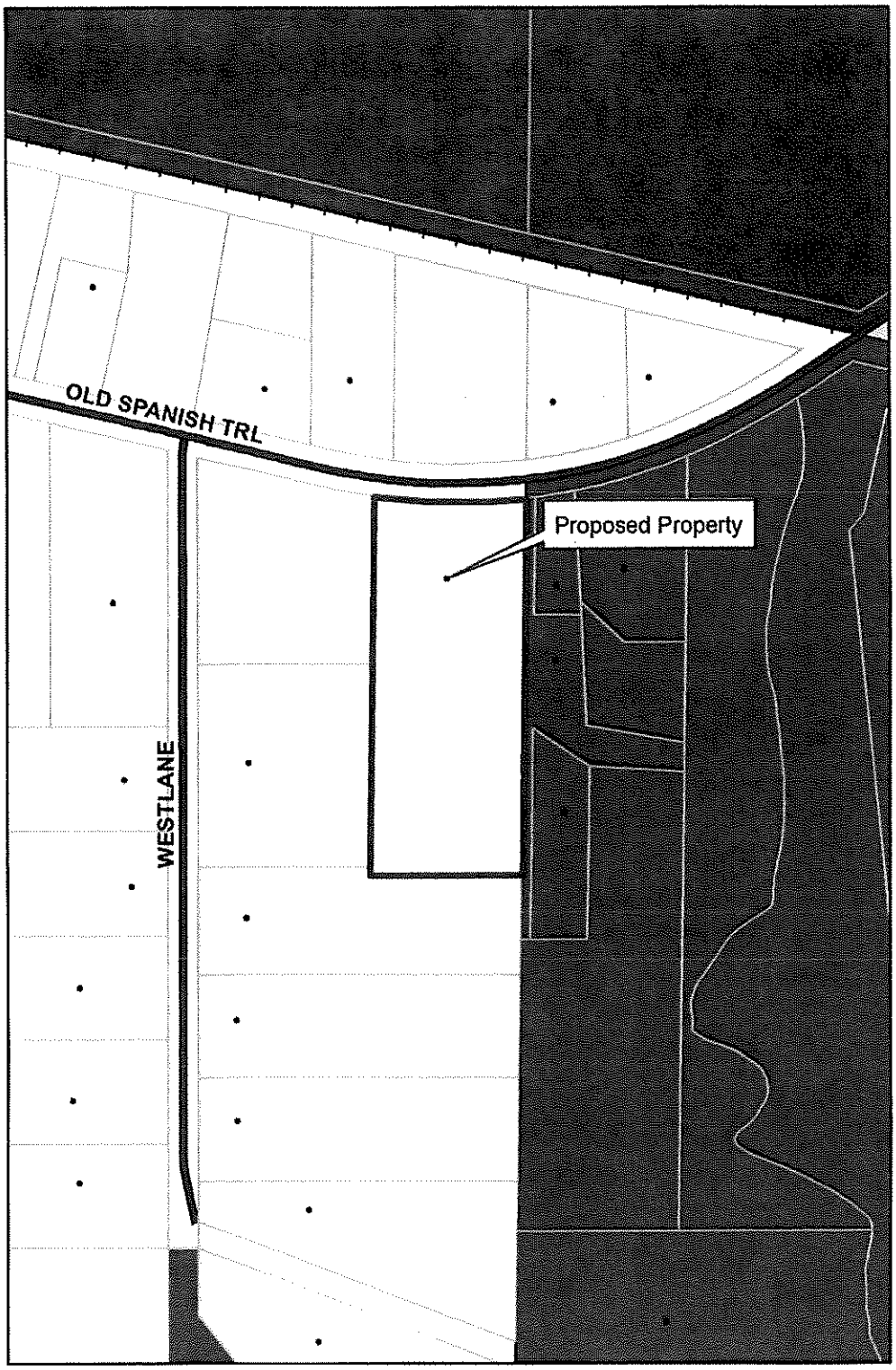


Exhibit B
Existing Zoning



Prepared by:

City of Gautier
Planning Department



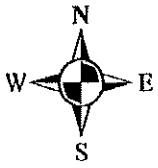
Legend

Zoning

ZONECODE

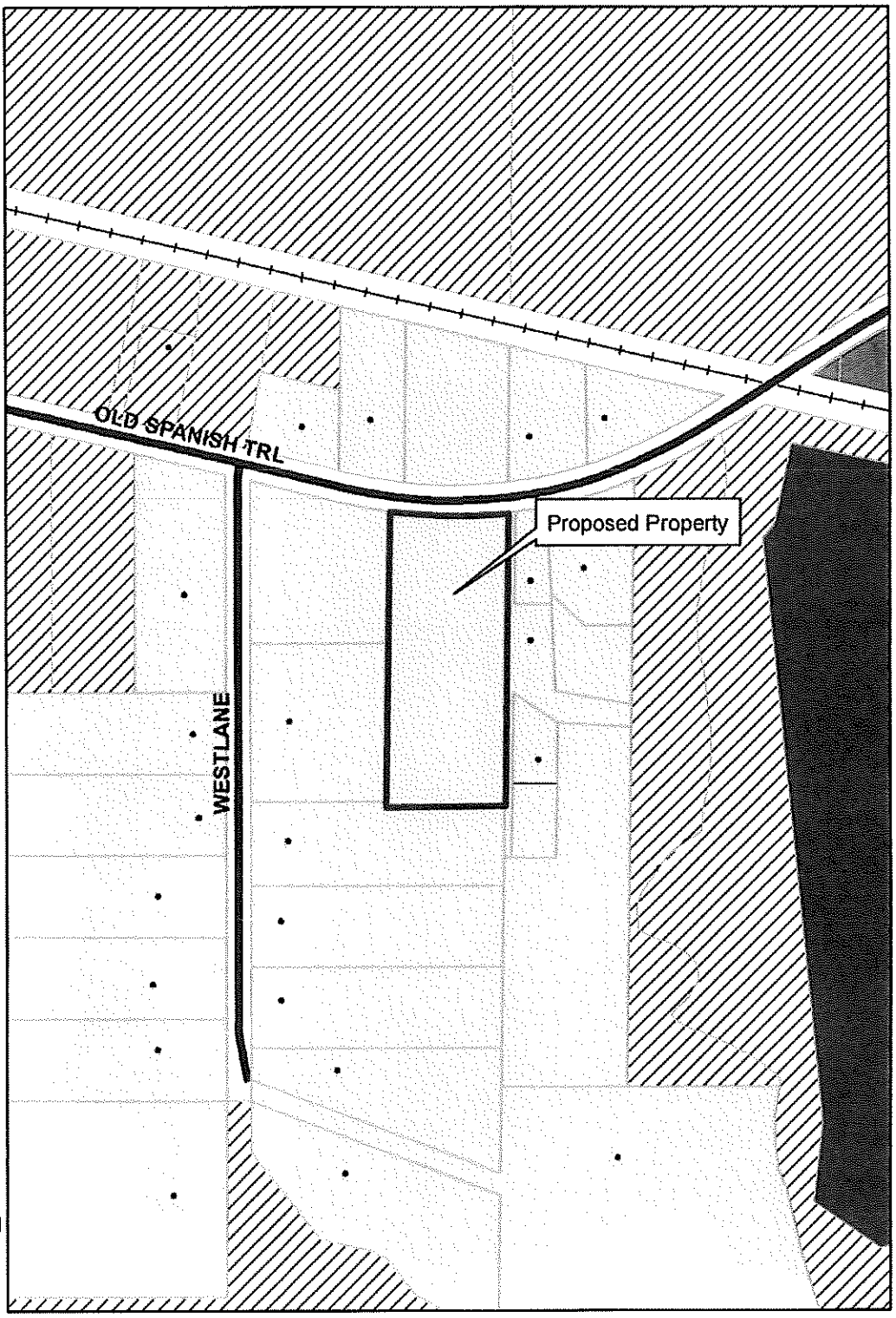
- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

Exhibit C
Existing Land-Use



Prepared by:

City of Gautier
Planning Department



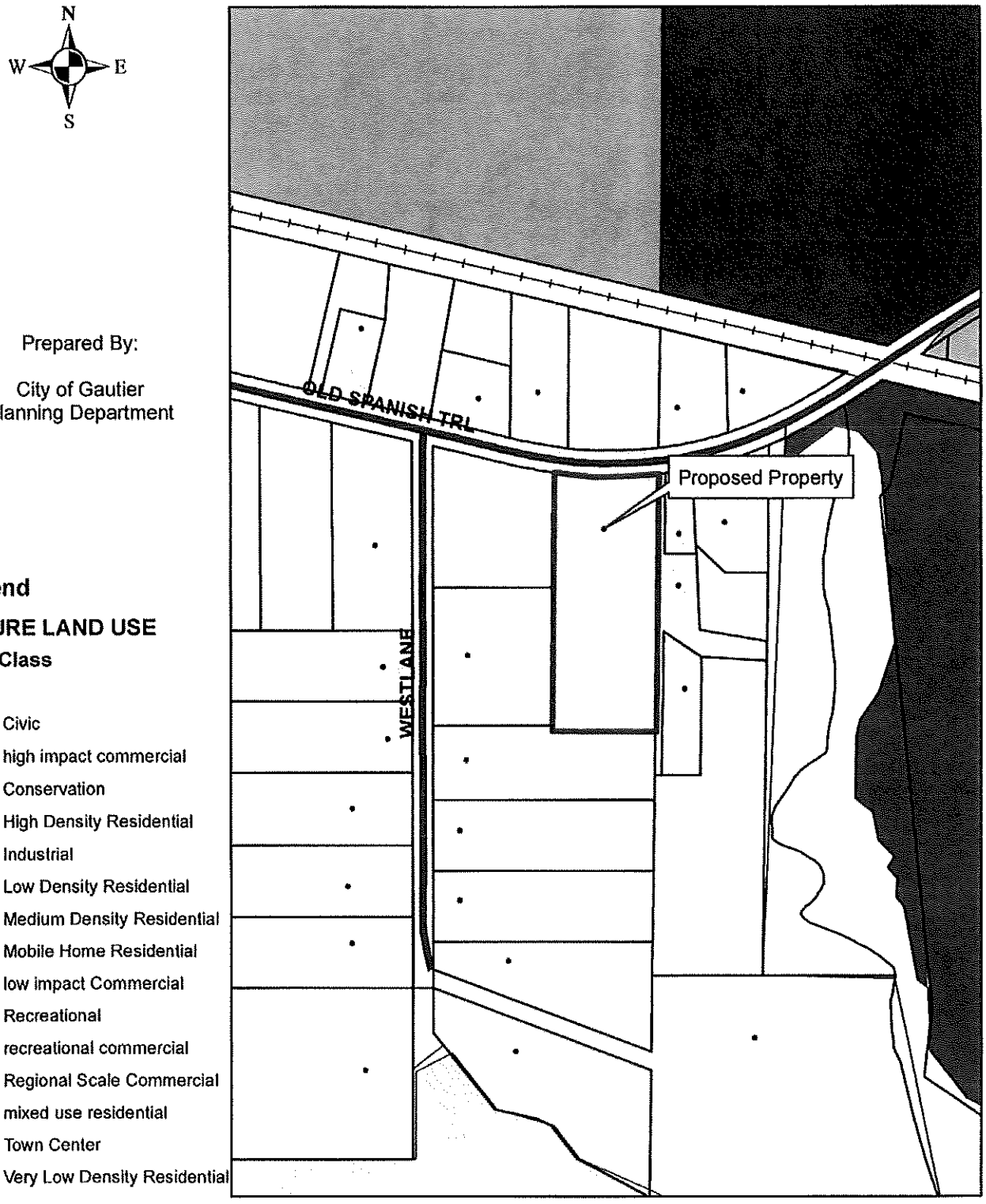
Legend

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 George 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 Fuller 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 047-2026

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

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
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 March 17, 2026.

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADRIANNE CRAWFORD RHOADS	261515	03/17/2026	03/06/2026			1,800.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 PUBLIC DEFENDER: 229359			01052026	02/20/2026			1,800.00
001	BORDIS & DANOS PLLC	261516	03/17/2026	03/06/2026			12,712.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 MAR 2026 RETAINER			153	03/02/2026			11,250.00
	001-060-602 LITIGATION: M BLUFF/GULF BRZ			153	03/02/2026			1,462.20
001	CANNON PAF LLC	261517	03/17/2026	03/06/2026			51.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 OIL PLUGS (6)			251321	12/19/2025			51.90
001	DIRECTV LLC	261518	03/17/2026	03/06/2026			184.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (APR)			X260314	03/14/2026			184.02
001	RELX INC DBA LEXISNEXIS	261519	03/17/2026	03/06/2026			163.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 FEB 2026 4254VNBSY			3096310764	02/28/2026			163.00
001	SPORTSCONDUCTOR LLC DBA JARVIS	261520	03/17/2026	03/06/2026			150.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 2026 SPRING BASEBALL (24)			6630	03/01/2026			94.80
	001-170-503 2026 SPRING SOFTBALL (14)			6630	03/01/2026			55.30
001	WASTE PRO - GAUTIER	261521	03/17/2026	03/06/2026			285.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRASIER PORT O LET 52247			158066	02/28/2026			35.00
	001-170-698 BACOT PORT O LET 55400			158077	02/28/2026			250.00
001	COG 7M BOND ACCT	261523	03/17/2026	03/06/2026			53,969.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 TR MDOT WIRE: FUND 130			03062026	03/06/2026			53,969.01
001	H2O INNOVATION OPERATION & MAINTENANCE	261531	03/17/2026	03/06/2026			31,832.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-672 FEB 2026 MAINT OPS			2026-02	02/28/2026			31,832.51
001	SUN HERALD ADVERTISING	261534	03/17/2026	03/09/2026			75.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-615 PUBLIC NOTICE: GPC 26-04-VAR			IN119240	02/28/2026			28.33
	001-090-615 PUBLIC NOTICE: GPC 26-05-VAR			IN119241	02/28/2026			24.22
	001-040-615 PUBLISH: ORDINANCE 286-2026			IN119242	02/28/2026			23.20
001	ADVANCE AUTO PARTS	261535	03/17/2026	03/09/2026			37.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 DURACELL 2032: GFD			140360486	02/17/2026			6.98
	001-161-638 TERM ASRT; TERM BULLET: E3			140360544	02/23/2026			19.02
	001-161-638 TESTER-CRIMPER KIT: E3			140360544	02/23/2026			11.01

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	261536	03/17/2026	03/09/2026			248.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	WATER CHOCK: TRACTOR	329260	02/10/2026		17.30
001-170-639	COUPLER: TRAILER HITCH	329260	02/10/2026		25.70
001-161-638	HYD HOSE;PWR STR FLUID(2):E1	329285	02/12/2026		94.70
001-161-638	NO SWITCH; NC SWITCH: E1	329285	02/12/2026		31.20
001-161-638	HYD FITTING(6); DRAIN: E1	329312	02/12/2026		14.27
001-161-638	VALVE: E1	329312	02/12/2026		29.05
001-161-638	DSL TREATMENT; FITTING: E1	329321	02/13/2026		36.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTOZONE INC	261537	03/17/2026	03/09/2026			29.47	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-559	ENERGIZER 2032 2PK: GFD	4907948766	02/06/2026		12.60
001-161-559	KEYLESS REMOTE CASE: GFD	4907948761	02/06/2026		16.87

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	261538	03/17/2026	03/09/2026			31.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	KEY; IGNITION SWITCH: REC	46030	02/09/2026		31.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	261539	03/17/2026	03/09/2026			51.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	FUEL TANK CAP (2): PD UNIT	5087241	02/10/2026		51.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STATE TREASURER	261559	03/17/2026	03/09/2026			6,696.71	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 COURT ASSESSMENTS	02282026	03/02/2026		6,696.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	261560	03/17/2026	03/09/2026			508.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 SPECIAL ASSESSMENTS	02282026	03/02/2026		508.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	261561	03/17/2026	03/09/2026			50.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 INTERLOCK FEES	02282026	03/02/2026		50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VICTIMS OF HUMAN TRAFFICKING FUND	261562	03/17/2026	03/09/2026			276.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	FEB 2026 STATE ASSESSMENTS	02282026	03/02/2026		276.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	261563	03/17/2026	03/09/2026			175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	PLANNING MTG 03/05/2026	MB26016	03/06/2026		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES	261565	03/17/2026	03/09/2026			84.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE:1/26-2/24/26	11000885-1	03/03/2026		84.30

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES	261566	03/17/2026	03/09/2026			80.16	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 SOUTH FIRE:1/26-2/24/26			11000999-0	03/03/2026			80.16
001	AIRGAS USA LLC	261568	03/17/2026	03/10/2026			743.09	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLINDER RENTAL			5522995147	02/28/2026			743.09
001	M & E FEED & SEED	261569	03/17/2026	03/10/2026			54.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 DOG FOOD (1)			4904	02/25/2026			54.99
001	LOWE'S	261572	03/17/2026	03/10/2026			1,028.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-635 FAST DRY CAULK (2): M SHOP			972791	01/27/2026			9.46
	001-205-635 FAST DRY CAULK (2): M SHOP			973407	01/27/2026			9.46
	001-170-559 10PK YLW FLAG (2): REC DEPT			974730	01/28/2026			1.86
	001-170-559 1000' CAUTION TAPE: REC DEPT			974730	01/28/2026			11.38
	001-205-635 BUCKET;FAST DRY CAULK: M SHOP			974851	01/28/2026			13.26
	001-161-639 8' DRAIN HOSE: WASH MACHINE			978781	01/29/2026			18.89
	001-205-635 8' PRIMED CASING (3): M SHOP			976975	01/29/2026			53.40
	001-205-559 MTL PAINT BUCKET: M SHOP			976975	01/29/2026			8.53
	001-100-570 6MM MACHINE SCREW 5CT: MCYCLE			978157	01/29/2026			2.36
	001-161-638 ELEC TAPE;BUSHING(4): C-33			977781	01/29/2026			6.86
	001-161-638 ETN 15A 125V PLUG (4): C-33			977781	01/29/2026			27.28
	001-205-586 S40 PVC; S40 ADPTR: 2808 H90			985974	02/02/2026			6.70
	001-161-638 20CT SPLT WSHR; 3CT SCREW(4)			986317	02/02/2026			17.02
	001-161-638 3H LAMPHLDR CVR(4): C-33			986317	02/02/2026			24.24
	001-161-638 12CT SPLT WSHR(2);2CT SCRW(8)			987493	02/02/2026			34.04
	001-161-638 7CT BUTT SPLICE(3): C-33			987493	02/02/2026			18.48
	001-205-635 2' 17W T8 FL BULB (2): RESTRM			988671	02/03/2026			18.96
	001-205-559 3/8" 20G HD STAPLES 1250CT			991927	02/04/2026			4.73
	001-170-559 HD COMBO LOCK: BDAVIS RESTRM			990902	02/04/2026			21.36
	001-100-559 25" OD EXT CORD (5): GPD			993341	02/05/2026			92.55
	001-170-577 PAINT;MIN SPIRITS;BRUSH (3)			993442	02/05/2026			63.28
	001-205-635 12OZ MTL PRIMER (3): M SHOP			993865	02/05/2026			22.74
	001-161-635 FG PORCELAIN REPR: NFD			995727	02/06/2026			18.98
	001-205-635 BOLT;HEX NUT;ROLLER CAGE:MSHOP			995397	02/06/2026			6.71
	001-170-577 1G ELEC WP CVR (2): B DAVIS			976219	02/10/2026			11.36
	001-170-634 WAX RING (2);NAILS: GM PARK			978753	02/11/2026			16.29
	001-100-635 80LB QKRETE (6): PD FENCE			979484	02/11/2026			37.86
	001-170-577 1.25" P TRAP: B DAVIS			978026	02/11/2026			5.21
	001-170-634 3"DWNSPOUT BAND(3);FASCIA CAP			981334	02/12/2026			29.37
	001-170-634 PURPLE PRIMER;3" PVC FLANGE			980794	02/12/2026			35.11
	001-170-634 RTN CR: 3" PVC FLANGE			980960	02/12/2026			-25.63
	001-170-634 3X4 PVC LONGPT FLANGE: GM PARK			980992	02/12/2026			10.91
	001-170-635 7" BLK OD LIGHT(2): B DAVIS			994318	02/17/2026			47.46
	001-205-635 DAP SPACKLE 16OZ: M SHOP			994311	02/17/2026			8.06
	001-170-639 GAL PREM BAR OIL: CHAIN SAW			995819	02/18/2026			14.23
	001-205-559 INSRT NUT 4CT(2);PH SCREW 6CT			995918	02/18/2026			7.08

Docket of Claims
Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	261572	03/17/2026	03/10/2026			1,028.89	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AA WSH/WAX(2);AA WASH(2): FD		977917	02/22/2026		25.38	
	001-161-510	BRUSH;2CT MOP HEAD;EXT POLE		977917	02/22/2026		49.35	
	001-161-559	WHITE LITHIUM GREASE: E6		980668	02/23/2026		9.29	
	001-161-635	SYL 42W CFL SPCLTY BULB: WFD		980781	02/23/2026		12.33	
	001-161-510	3PK RAGS; 32OZ CLR SPRAY		979762	02/23/2026		20.86	
	001-170-577	CAUTN- SFTY TAPE;ROPE: BDAVIS		979776	02/23/2026		30.63	
	001-170-577	GALV SPIKE 12" (8): B DAVIS		979776	02/23/2026		7.44	
	001-170-577	80LB QKRETE (24): B DAVIS		982292	02/24/2026		151.44	
	001-161-559	YL 42W CFL SPCLTY BULB: WFD		982272	02/24/2026		12.33	
001	AUSTIN GRAHAM	261573	03/17/2026	03/10/2026			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIM:STRUCT. RESCUE		03072026	02/26/2026		25.00	
001	TIMOTHY A HERMES	261574	03/17/2026	03/10/2026			25.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIM:STRUCT. RESCUE		03042026	02/26/2026		25.00	
001	EMILY M CUMBEST	261575	03/17/2026	03/10/2026			732.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	REIM VAN RENTAL: GMYC MML		03092026	03/02/2026		732.78	
001	RJ YOUNG COMPANY LLC	261576	03/17/2026	03/10/2026			351.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV7952645	03/09/2026		351.40	
001	SPARKLIGHT	261579	03/17/2026	03/10/2026			164.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2026:CITY HALL 17254		03042026	03/31/2026		164.55	
001	SPARKLIGHT	261580	03/17/2026	03/10/2026			114.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2026:SR BLDG 48895		03042026	03/31/2026		114.08	
001	SPARKLIGHT	261581	03/17/2026	03/10/2026			154.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	MAR 2026:GARAGE 17239		02162026	03/19/2026		154.00	
001	C SPIRE WIRELESS	261583	03/17/2026	03/10/2026			665.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	02/11/2026		493.30	
	001-100-606	DATE CARDS(5)		0032680896	02/11/2026		172.40	
001	C SPIRE WIRELESS	261584	03/17/2026	03/10/2026			540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	NCIC EQUIP CHG 3000652433		0652433-57	03/01/2026		540.00	
001	C SPIRE WIRELESS	261586	03/17/2026	03/10/2026			1,140.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONES		0030759348	02/28/2026		125.44	
	001-021-605	CITY MGR CELL PHONE		0030759348	02/28/2026		19.73	

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001	C SPIRE WIRELESS	261586	03/17/2026	03/10/2026			1,140.32	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-040-605 ADMIL CELL PHONE 0030759348 02/28/2026						41.91	
	001-090-605 BLDG-PLNG CELL PHONES 0030759348 02/28/2026						261.35	
	001-090-698 IPAD SERVICE(3) 0030759348 02/28/2026						103.44	
	001-161-605 FIRE CELL PHONES 0030759348 02/28/2026						147.99	
	001-170-605 REC CELL PHONES 0030759348 02/28/2026						256.95	
	001-205-605 MAINT CELL PHONES 0030759348 02/28/2026						124.31	
	001-094-605 GRANT-PROJ CELL PHONES 0030759348 02/28/2026						59.20	
001	ELYCE MCCONAGHY	261591	03/17/2026	03/10/2026			425.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-513 PETTING ZOO 3 HRS: EASTER 00584 03/10/2026						425.00	
001	CINTAS CORPORATION	261592	03/17/2026	03/10/2026			551.28	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 FEB 04 2026 MAINT 4258476303 02/04/2026						137.82	
	001-205-535 FEB 11 2026 MAINT 4259229287 02/11/2026						137.82	
	001-205-535 FEB 18 2026 MAINT 4259983436 02/18/2026						137.82	
	001-205-535 FEB 25 2026 MAINT 4260767917 02/25/2026						137.82	
001	CREDIT CARD CENTER	261593	03/17/2026	03/10/2026			3,336.26	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-094-612 HOTEL-HURR CONF: KING,S 000274 02/06/2026						1,059.55	
	001-090-681 HOTEL-HURR CONF: ANKERSON,S 000282 02/06/2026						1,059.55	
	001-021-681 MEDC WINTER MEET: MOULDS,C 192379 02/09/2026						421.08	
	001-001-681 MEDC WINTER MEET: VAUGHAN,C 192387 02/09/2026						421.08	
	001-161-681 MFSIA REG: LATCH,HILL,HOLLAND 596399 02/27/2026						255.00	
	001-161-682 MFSIA DUES:LATCH,HILL,HOLLAND 596399 02/27/2026						120.00	
001	HOME TEAM TIRE & AUTO SERVICE	261595	03/17/2026	03/11/2026			138.39	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-638 FLAT REPAIR: #16808 502069 02/04/2026						24.20	
	001-100-638 TIRE PRESS SENSOR: #12075 502074 02/05/2026						89.99	
	001-205-638 FLAT REPAIR: #9415 F150 502129 02/12/2026						24.20	
001	JACKSON COUNTY ADULT DETENTION CENTER	261603	03/17/2026	03/11/2026			5,885.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-696 FEB 2026 ADC CHRGS 02282026 03/11/2026						5,885.00	
001	O'REILLY AUTO PARTS	261604	03/17/2026	03/11/2026			1,967.55	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 BATTERY-ENGINE: 10955 1978396689 01/29/2026						129.71	
	001-100-570 BATTERY-LIGHTS: 10955 1978396690 01/29/2026						103.34	
	001-100-570 WIPER BLADE: 12456 1978396768 01/30/2026						11.10	
	001-205-570 HEATER CORE; ANTIFRZ: 31091 1978397067 02/02/2026						85.57	
	001-205-570 6QT OIL; FILTER: 31091 1978397122 02/03/2026						57.48	
	001-205-570 5QT OIL; FILTER: 27032 1978397122 02/03/2026						28.34	
	001-170-638 7QT OIL; FILTER: F350 1978397229 02/04/2026						46.38	
	001-161-638 TIE WRAPS;DOOR ROD CLIP: E2 1978397246 02/04/2026						14.62	
	001-170-638 FRONT BRAKE PADS: 58332 1978397334 02/05/2026						28.99	
	001-170-638 RT CALIPER W/CORE: 58332 1978397380 02/05/2026						131.41	
	001-170-638 LT CALIPER W/CORE: 58332 1978397381 02/05/2026						131.41	

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001	O'REILLY AUTO PARTS	261604	03/17/2026	03/11/2026			1,967.55	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-638	RTN CR: CORE-58332	1978397432	02/06/2026		-50.00
001-170-638	RTN CR: CORE-58332	1978397433	02/06/2026		-50.00
001-170-638	HOOD LFT(2);DRAIN PAN(4):58332	1978397436	02/06/2026		55.62
001-205-570	FUEL CAP;WPR BLADE(2): 31091	1978397773	02/09/2026		29.04
001-170-639	BATTERY: MOWER 2	1978397803	02/09/2026		70.38
001-170-639	RTN CR: BATTERY MOWER 2	1978397804	02/09/2026		-70.38
001-170-639	BATTERY: MOWER 2	1978397805	02/09/2026		60.38
001-161-638	6QT OIL; FILTER: 89440	1978397870	02/10/2026		40.44
001-170-639	BATTERY: MOWER 4	1978397896	02/10/2026		60.38
001-161-638	4Q TRNS FLD;HSE CLMP;GSK:E4	1978398008	02/11/2026		49.46
001-205-570	7QT OIL; FLTR: 91642	1978398118	02/12/2026		43.38
001-161-638	12Q OIL; FLTR(2): FD VEHS	1978398144	02/12/2026		76.16
001-170-638	RADIATOR: 03206	1978398678	02/17/2026		214.80
001-170-638	COOLNT CAP; ANTIFRZ: 03206	1978398679	02/17/2026		22.98
001-100-570	SWAY LINK KIT (2): 12459	1978398868	02/19/2026		81.12
001-100-570	SYL CAPSULE (2): PD UNITS	1978398916	02/19/2026		59.74
001-100-570	OIL FILTER: 10136	1978399324	02/23/2026		11.20
001-170-639	1Q OIL: CONCRETE MIXER	1978399347	02/23/2026		6.49
001-161-638	5Q OIL (2): FIRE DEPT	1978399369	02/23/2026		51.98
001-100-570	OIL FILTER: 12164	1978399424	02/24/2026		5.68
001-100-570	ESIM/EVAP PUMP: 19684	1978399446	02/24/2026		25.60
001-100-570	22" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		89.90
001-100-570	21" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		29.90
001-100-570	24" WIPER BLADE(10): PD UNITS	1978399467	02/24/2026		29.90
001-100-570	COOLANT CAP: 19684	1978399468	02/24/2026		4.78
001-100-570	CAP/VALVE KIT: 16808	1978399539	02/25/2026		10.78
001-205-570	RR MN SEAL;TRNS SEAL: 170588	1978399540	02/25/2026		24.70
001-205-570	A/T FLTR KIT;6Q TRNSFLD:17058	1978399540	02/25/2026		73.11
001-205-570	WIPER BLD(3);TRIM CARE:PILOT	1978399618	02/25/2026		65.85
001-205-570	RTN CR: A/T FLTR KIT	1978399691	02/26/2026		-16.14
001-205-570	A/T FLTR KIT: 70588	1978399691	02/26/2026		21.25
001-205-570	EXHAUST BOLT KIT: 70588	1978399712	02/26/2026		10.57
001-205-570	6Q OIL;FLTR;2Q TRNSFLD: 70588	1978399768	02/27/2026		60.15

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001	ELAN FINANCIAL SERVICES	261605	03/17/2026	03/11/2026			1,775.44	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-509	MGRAS THROWS: GMYC	02042026	02/06/2026		258.85
001-001-615	MGRAS THROWS: COUNCIL	02042026	02/06/2026		514.85
001-161-559	MGRAS THROWS: GFD	02052026	02/09/2026		295.28
001-092-606	ONEWAY APP:FEB 2026	02072026	02/09/2026		75.00
001-170-511	SUPPLIES: SR VALENTINES EVENT	02112026	02/12/2026		169.80
001-170-511	DONUTS: SR VALENTINES EVENT	02112026	02/12/2026		53.95
001-205-570	TRNSMSN TRNSAXLE:05 GCHEROKEE	02172026	02/18/2026		204.00
001-170-511	PRIZES: SR BINGO	02172026	02/18/2026		74.25
001-100-559	USB DRIVE: 128GB(1);256GB(1)	02172026	02/18/2026		74.88
001-040-615	FB AD POST: JROBERTS (6)	02182026	02/24/2026		54.58

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001	SINGING RIVER ELECTRIC COOPERATIVE	261606	03/17/2026	03/11/2026			912.27	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	02172026	02/23/2026		45.78
001-201-633	DOLPHIN ST 94988002	02172026	02/23/2026		50.66

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001	SINGING RIVER ELECTRIC COOPERATIVE	261606	03/17/2026	03/11/2026			912.27	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 DOLPHIN ST 94989002			02172026	02/23/2026		79.36	
	001-201-633 DOLPHIN ST 94990002			02172026	02/23/2026		736.47	
001	SINGING RIVER ELECTRIC COOPERATIVE	261607	03/17/2026	03/11/2026			415.53	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-631 SPORTS PAVILION 66582005			02172026	02/23/2026		87.86	
	001-170-631 CITY PARK RSTRMS 89912001			02172026	02/23/2026		107.09	
	001-170-631 FRAZIER RSTRMS 98546001			02172026	02/23/2026		97.95	
	001-170-631 SRM VENUE 104312012			02172026	02/23/2026		30.00	
	001-170-631 SRM PW BOX 8 104459007			02172026	02/23/2026		30.00	
	001-170-631 FITNESS TRAIL 109268001			02172026	02/23/2026		32.63	
	001-170-631 DOLPHIN PW BOX 6 110759006			02172026	02/23/2026		30.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	261608	03/17/2026	03/11/2026			1,771.14	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-631 POLICE STATION 66298004			02172026	02/23/2026		1,393.53	
	001-201-629 SIGNAL LIGHT 89113001			02172026	02/23/2026		69.51	
	001-201-633 STREET LIGHTS 90345002			02172026	02/23/2026		193.89	
	001-092-631 RECORDS BLDG 90790001			02172026	02/23/2026		74.02	
	001-201-633 BELK SIGN 97127001			02172026	02/23/2026		40.19	
001	DAVID FRANKLIN BATES	261609	03/17/2026	03/11/2026			1,450.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-503 COORDINATOR: WK END 2/9/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 2/16/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 2/23/26			2026-1	03/11/2026		250.00	
	001-170-503 COORDINATOR: WK END 3/02/26			2026-1	03/11/2026		250.00	
60	001-170-503 COORDINATOR: WK END 3/09/26			2026-1	03/11/2026		250.00	
	001-170-503 SCHEDULING MEETING: 03/06/26			2026-1	03/11/2026		100.00	
	001-170-503 SCHEDULING MEETING: 03/09/26			2026-1	03/11/2026		100.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	261610	03/17/2026	03/11/2026			857.81	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-161-631 SOUTH FD 76008001			02192026	02/24/2026		261.06	
	001-170-631 BACOT SPLASHPAD 103751001			02192026	02/24/2026		31.49	
	001-170-631 BACOT UPGRADES 113730001			02192026	02/24/2026		63.49	
	001-170-631 BACOT 114484001			02192026	02/24/2026		42.88	
	001-170-631 BACOT LIGHTS 10137			02192026	02/24/2026		346.01	
	001-201-629 SIGNAL LIGHTS 10138			02192026	02/24/2026		112.88	
001	SINGING RIVER ELECTRIC COOPERATIVE	261611	03/17/2026	03/11/2026			1,111.10	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-201-633 WM PAYNE 100245001			02172026	02/23/2026		63.16	
	001-170-631 ROUNDABOUT 102311004			02172026	02/23/2026		30.00	
	001-161-631 BROWN FD 95237002			02152026	02/19/2026		802.24	
	001-161-631 MARTIN BLUFF RD 58380001			02172026	02/20/2026		173.64	
	001-092-631 CITY LIMIT SIGN 17546			02172026	02/20/2026		42.06	

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001	SINGING RIVER ELECTRIC COOPERATIVE	261612	03/17/2026	03/11/2026			11,028.09	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	02172026	02/23/2026				7,543.31
	001-201-633	WM PAYNE 10054-100244008	02172026	02/23/2026				58.55
	001-092-631	CITY HALL 10054	02172026	02/23/2026				1,379.10
	001-170-631	FRAZIER PARK 10045	02172026	02/23/2026				61.54
	001-170-631	SENIOR BLDG 10054	02172026	02/23/2026				374.82
	001-161-631	CENTRAL FD 10054	02172026	02/23/2026				309.50
	001-092-631	HWY 90 SIGN 10054	02172026	02/23/2026				30.00
	001-170-631	CITY PARK 10054	02172026	02/23/2026				250.61
	001-092-631	PUBLIC WORKS 10054	02172026	02/23/2026				202.61
	001-201-629	SIGNAL LIGHTS 10054	02172026	02/23/2026				818.05
001	FUELMAN	261618	03/17/2026	03/11/2026			3,897.13	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP70154161	03/09/2026				131.50
	001-092-525	UNL FUEL	NP70154161	03/09/2026				38.24
	001-100-525	UNL&DSL FUEL	NP70154161	03/09/2026				2,586.77
	001-161-525	UNL&DSL FUEL	NP70154161	03/09/2026				648.14
	001-170-525	UNL&DSL FUEL	NP70154161	03/09/2026				405.87
	001-205-525	UNL FUEL	NP70151464	03/09/2026				86.61
001	FUELMAN	261620	03/17/2026	03/11/2026			2,836.84	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP70104996	03/02/2026				81.51
	001-092-525	UNL FUEL	NP70104996	03/02/2026				76.38
	001-100-525	UNL&DSL FUEL	NP70104996	03/02/2026				1,863.25
	001-161-525	UNL&DSL FUEL	NP70104996	03/02/2026				533.22
	001-170-525	UNL FUEL	NP70104996	03/02/2026				98.20
	001-205-525	UNL&DSL FUEL	NP70104996	03/02/2026				184.28
001	REYNOLDS WHOLESALE CO	261623	03/17/2026	03/11/2026			599.16	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-510	CS MFB TOWELS (5)	80161	01/22/2026	260461			139.75
	001-161-510	409 SPRAY 32 OZ (4)	80161	01/22/2026	260461			19.96
	001-161-510	DAWN DISH DETERGENT (5)	80161	01/22/2026	260461			39.75
	001-161-510	PINE SOL 60 OZ (6)	80161	01/22/2026	260461			58.50
	001-161-510	BLEACH GAL (6)	80161	01/22/2026	260461			27.95
	001-161-510	38X58 BK CAN LINER 100CT (3)	80161	01/22/2026	260461			104.85
	001-161-510	WINDEX SPRAY BOTTLE (8)	80161	01/22/2026	260461			42.32
	001-161-510	SCOTCH BRITE SPONGE (10)	80161	01/22/2026	260461			8.90
	001-161-510	SCOUR PAD (10)	80161	01/22/2026	260461			4.90
	001-161-510	COMET POWDER (12)	80161	01/22/2026	260461			20.28
	001-170-513	PRE-MIX POPCORN 24CT (3)	80403	03/06/2026	260686			132.00
001	ACTION PRINTING CENTER INC	261624	03/17/2026	03/11/2026			707.36	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-559	BCARD:PD OFCR NAME/CASE(4000)	6358	01/29/2026	260472			147.00
	001-001-559	BUSINESS CARD(250):FULLER,L	6439	03/03/2026	260569			72.00
	001-040-500	#9 SECURITY WINDOW ENV (5000)	6454	03/03/2026	260577			488.36

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001	PUBLIC SECTOR HR ASSOC	261625	03/17/2026	03/11/2026			360.00	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	001-022-660 FF-EL 102 TEST BOOKLET (10)		14844	02/24/2026	260606			140.00
	001-022-660 ADMIN FEE		14844	02/24/2026	260606			220.00
001	BELL AUTO PARTS INC	261626	03/17/2026	03/11/2026			13,279.00	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	001-170-702 EXMARK LAZER Z S#420233877		46048	02/09/2026	260543			13,279.00
001	CUSTOM PRODUCTS CORPORATION	261627	03/17/2026	03/11/2026			8,034.67	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	001-201-565 HEX BOLT 5/16"-18X2-1/2(500)		INV43613	02/02/2026	260515			180.00
	001-201-565 NYLON WASHER 5/16"-3/4"(500)		INV43613	02/02/2026	260515			55.00
	001-201-565 WASHER LOCK 5/16" ZINC(500)		INV43613	02/02/2026	260515			35.00
	001-201-565 NUT HEX 5/16"-18 ZINC NC(500)		INV43613	02/02/2026	260515			55.00
	001-201-565 SHIPPING: SIGN HARDWARE		INV43613	02/02/2026	260515			29.13
	001-201-565 12X36 LEFT MARKER (5)		INV44929	02/24/2026	260589			126.80
	001-201-565 12X36 RIGHT MARKER (5)		INV44929	02/24/2026	260589			126.80
	001-201-565 30X30 DEAD END (10)		INV44929	02/24/2026	260589			482.50
	001-201-565 30X30 NO OUTLET (10)		INV44929	02/24/2026	260589			482.50
	001-201-565 30X30 WINDING ROAD RIGHT (4)		INV44929	02/24/2026	260589			205.00
	001-201-565 30X30 REVERSE CURVE RIGHT(3)		INV44929	02/24/2026	260589			153.75
	001-201-565 24X30 SPEED CKD BY RADAR(11)		INV44929	02/24/2026	260589			435.05
	001-201-565 18X24 SPEED LIMIT 15 (5)		INV44929	02/24/2026	260589			126.80
	001-201-565 18X24 SPEED LIMIT 20 (6)		INV44929	02/24/2026	260589			152.16
	001-201-565 18X24 SPEED LIMIT 25 (25)		INV44929	02/24/2026	260589			517.25
	001-201-565 18X24 SPEED LIMIT 30 (5)		INV44929	02/24/2026	260589			126.80
	001-201-565 18X24 SPEED LIMIT 35 (5)		INV44929	02/24/2026	260589			126.80
	001-201-565 24X30 SPEED LIMIT 40 (10)		INV44929	02/24/2026	260589			395.50
	001-201-565 24X30 SPEED LIMIT 45 (5)		INV44929	02/24/2026	260589			210.85
	001-201-565 24X30 DO NOT PASS (5)		INV44929	02/24/2026	260589			210.85
	001-201-565 30X30 STOP AHEAD (3)		INV44929	02/24/2026	260589			181.41
	001-201-565 30X30 BLIND/WATCH-TRUCKS (2)		INV44929	02/24/2026	260589			147.88
	001-201-565 36X36 DIVIDED HWY		INV44929	02/24/2026	260589			74.92
	001-201-565 30X30 LOW CLEARANCE (2)		INV44929	02/24/2026	260589			108.42
	001-201-565 30X30X30 YIELD (6)		INV44929	02/24/2026	260589			159.90
	001-201-565 SHIPPING: ASRT ST SFTY SIGN		INV44929	02/24/2026	260589			125.96
	001-201-565 ASRT STREET NAME SIGNS (71)		INV45188	02/27/2026	260593			2,293.30
	001-201-565 SHIPPING: CITY WIDE SIGNAGE		INV45188	02/27/2026	260593			90.86
	001-201-565 BRKT STAND 5.5" CROSS PC(50)		INV45417	03/04/2026	260671			292.50
	001-201-565 BRKT STAND 5.5" U-CHNNL(50)		INV45417	03/04/2026	260671			275.50
	001-201-565 SHIPPING: ST SIGN PRTS		INV45417	03/04/2026	260671			50.48
001	HOME TEAM TIRE & AUTO SERVICE	261630	03/17/2026	03/11/2026			1,900.60	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	001-161-638 TIRE INSTL PKG(4): 89440 F150		502110	02/10/2026	260570			80.00
	001-161-638 FS DESTINATION(4): 89440 F150		502110	02/10/2026	260570			517.56
	001-161-638 ALIGNMENT: 89440 F150		502110	02/10/2026	260570			89.99
	001-161-638 SHOP SUPPLIES: 89440 F150		502110	02/10/2026	260570			13.40
	001-170-639 OTR GRASS MASTER(3): MOWER		502117	02/11/2026	260575			218.97

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HOME TEAM TIRE & AUTO SERVICE	261630	03/17/2026	03/11/2026			1,900.60	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CARLISLE TUBE 10/BX: MOWER		502117	02/11/2026	260575	29.99	
	001-170-639	MS TIRE DISP FEE(3): MOWER		502117	02/11/2026	260575	13.50	
	001-100-638	FS FIREHAWK TIRE (2): 12459		502176	02/19/2026	260592	250.04	
	001-100-638	INSTALL PKG: 12459		502176	02/19/2026	260592	51.20	
	001-100-638	4 WHEEL ALIGNMENT: 12459		502176	02/19/2026	260592	89.99	
	001-170-639	NHS B ALL TRAIL II(2): GATOR		502270	03/06/2026	260680	279.98	
	001-170-639	D TL AT489 XD BSW (2): GATOR		502270	03/06/2026	260680	247.98	
	001-170-639	MS TIRE DISP FEE (4): GATOR		502270	03/06/2026	260680	18.00	
001	IMAGES GALORE SIGNS LLC	261633	03/17/2026	03/11/2026			516.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	12" CITY LOGO (10): PLNG/CODE		26.0197	02/23/2026	260602	220.00	
	001-092-565	8X12 SIGN(9): RESERVED PRKG		26.0212	02/25/2026	260603	180.00	
	001-205-559	34X22 SIGN:SOUND RIGGING PLAN		26.0217	02/25/2026	260614	80.00	
	001-205-559	24X10 SOUND LOGO(2): ENC TRLR		26.0218	02/25/2026	260615	36.00	
001	SUN HERALD ADVERTISING	261634	03/17/2026	03/11/2026			436.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: SSP BATHHOUSE		IN110486	01/31/2026	260352	143.53	
	001-090-615	GPC 26-01-VAR: RAINTREE		IN110487	01/31/2026	260445	24.35	
	001-090-615	GPC 26-02-RZ: C BYRD RD		IN110488	01/31/2026	260445	24.35	
	001-090-615	GPC 26-03-RZ: OLD SPANISH TRL		IN110489	01/31/2026	260445	24.22	
	001-040-615	BID AD: LARK PARK IMPS		IN119243	02/28/2026	260470	135.29	
	001-040-615	RFQ AD: SSP RANGER HSE		IN119245	02/28/2026	260583	84.44	
001	FUNTIME EVENT SERVICES	261637	03/17/2026	03/11/2026			5,900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	INTERMEDIATE SWINGS		21694	03/04/2026	260702	1,675.00	
	001-170-513	MINDWINDER		21694	03/04/2026	260702	1,675.00	
	001-170-513	PIRATE'S REVENGE		21694	03/04/2026	260702	1,675.00	
	001-170-513	CARNIVAL DARTBOARD		21694	03/04/2026	260702	125.00	
	001-170-513	CARNIVAL BASKETBALL		21694	03/04/2026	260702	125.00	
	001-170-513	CARNIVAL BANK A BALL		21694	03/04/2026	260702	125.00	
	001-170-513	DELIVERY CHG: EASTER EVENT		21694	03/04/2026	260702	500.00	
001	JAAF LLC	261639	03/17/2026	03/11/2026			172,012.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-740	2026 FORD INTERCEPTOR 77089		F02604	02/27/2026	260117	42,803.00	
	001-100-740	POLICE WIRE HARNESS CONN		F02604	02/27/2026	260117	200.00	
	001-100-740	2026 FORD INTERCEPTOR 78516		F02610	02/27/2026	260117	42,803.00	
	001-100-740	POLICE WIRE HARNESS CONN		F02610	02/27/2026	260117	200.00	
	001-100-740	2026 FORD INTERCEPTOR 78270		F02629	02/27/2026	260117	42,803.00	
	001-100-740	POLICE WIRE HARNESS CONN		F02629	02/27/2026	260117	200.00	
	001-100-740	2026 FORD INTERCEPTOR 77532		F02646	02/27/2026	260117	42,803.00	
	001-100-740	POLICE WIRE HARNESS CONN		F02646	02/27/2026	260117	200.00	
001	CITY ELECTRIC SUPPLY CO	261641	03/17/2026	03/11/2026			822.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	4'T5 GLASS PC COAT BALLAST(8)		PAS/107556	02/24/2026	260609	116.00	
	001-161-635	100W MH PULSE STRT MD BASE(10)		PAS/107579	02/25/2026	260611	143.28	
	001-161-635	100W MH PULSE STRT MD BASE(10)		PAS/107625	02/26/2026	260611	95.52	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	261641	03/17/2026	03/11/2026			822.80	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-635	CDM-T 70W/830 G12 T6 C1 (2)	PAS/107626	02/26/2026	260610	118.00
001-161-635	24PK 18W E26 HID RETROFIT(7)	PAS/107705	03/03/2026	260646	350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	261643	03/17/2026	03/11/2026			2,466.36

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	LS ZIP NAVY POLY SHIRT	3439	01/19/2026	260104	74.99
001-100-535	NAVY POLY TROUSER	3439	01/19/2026	260104	79.99
001-100-535	FLEXRS SS NAVY BASE SHIRT (2)	3439	01/19/2026	260104	149.98
001-100-535	FLEXRS TAC NAVY PANT (2)	3439	01/19/2026	260104	178.00
001-100-535	V2 TAC PANT (5)	3439	01/19/2026	260104	349.95
001-100-535	AIRTEK DUTY BELT	3439	01/19/2026	260104	61.79
001-100-535	SPEED ASSAULT BOOTS	3439	01/19/2026	260104	100.00
001-100-535	SS PERFORMANCE POLO (3)	3439	01/19/2026	260104	140.97
001-100-535	GLOCK 17/22 RH BLK HOLSTER	3439	01/19/2026	260104	87.00
001-100-535	LS PERFORMANCE POLO (2)	3439	01/19/2026	260104	99.98
001-100-535	DUTY BOOTS: LT HUDGINS	3408	01/29/2026	260486	100.00
001-100-535	LS POLY SHIRT: NUNEZ	3095	02/20/2026	260422	74.99
001-100-535	4 PK POLY TROUSERS	3095	02/20/2026	260422	74.99
001-100-535	FLEXRS SS SHIRT (3)	3095	02/20/2026	260422	224.97
001-100-535	FLEXRS LS SHIRT (3)	3095	02/20/2026	260422	239.97
001-100-535	FLEXRS TAC PANT (3)	3095	02/20/2026	260422	267.00
001-100-535	DUTY BELT	3095	02/20/2026	260422	61.79
001-100-535	UA ZIP BOOTS	3095	02/20/2026	260422	100.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	AMAZON CAPITAL SERVICE	261644	03/17/2026	03/11/2026			481.46

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	DVD: IF (IMAGINARY FRIENDS)	1176PWKL4C	03/02/2026	260622	9.96
001-170-513	DVD: SCOOB	1176PWKL4C	03/02/2026	260622	28.10
001-170-513	DVD: SOUL	1176PWKL4C	03/02/2026	260622	19.64
001-170-503	LINE-UP CARDS 150CT	1176PWKL4C	03/02/2026	260622	14.24
001-170-503	SCOREBOOK BASEBALL (8)	1176PWKL4C	03/02/2026	260622	79.36
001-161-535	FTL NAVY SWEATSHIRT XL	1HKHH1Y9LK	03/04/2026	260648	11.65
001-161-535	FTL NAVY SWEATSHIRT L (2)	1HKHH1Y9LK	03/04/2026	260648	23.30
001-161-535	DELIVERY FEE	1HKHH1Y9LK	03/04/2026	260648	11.23
001-170-511	MR CHIPS BINGO GAME DLX SET	1KXRF6LKDD	03/10/2026	260681	225.99
001-170-511	REUSE BINGO CARDS 25CT	1KXRF6LKDD	03/10/2026	260681	57.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
001	OCCUPATIONAL HEALTH CENTER INC	261647	03/17/2026	03/11/2026			475.00

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-604	PRE-EMP PHYS: ANDERSON,J	426874	03/03/2026	260605	75.00
001-022-604	QK DRG SCRN: ANDERSON,J	426874	03/03/2026	260605	35.00
001-022-604	PRE-EMP PHYS: BLANQUERA,C	426874	03/03/2026	260590	75.00
001-022-604	QK DRG SCRN: BLANQUERA,C	426874	03/03/2026	260590	35.00
001-100-604	PRE-EMP PHYS: MALONE,A	426874	03/03/2026	260591	75.00
001-100-604	COC DRG SCRN: MALONE,A	426874	03/03/2026	260591	70.00
001-022-604	PRE EMP PHYS: SHAYEGH,L	426874	03/03/2026	260623	75.00
001-022-604	QK DRG SCRN: SHAYEGH,L	426874	03/03/2026	260623	35.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CARLOS MOULDS	261651	03/17/2026	03/11/2026			258.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-681	REIM MLG (GYMC-MML): 356M	02282026	03/06/2026		258.10

FUND TOTAL 1 Claims to Checks 66 Total 361,839.17 Manual Held Total 361,839.17

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	GREENAWALT HOSPITALITY LLC	261526	03/17/2026	03/06/2026			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	MAR 2026 SERV FEE		I892	03/01/2026			280.00
004	SPARKLIGHT	261578	03/17/2026	03/10/2026			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	MAR 2026:SOUND 51824		02162026	03/19/2026			2,580.00
004	LOWE'S	261585	03/17/2026	03/10/2026			841.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	.5" HEX NUT (4): WIND SCRN		970708	01/26/2026			2.04
	004-510-586	RTN CR: .5" HEX NUT (4)		970696	01/26/2026			-1.08
	004-510-586	14" CBL TIE; .5" HEX NUT(4)		970577	01/26/2026			19.11
	004-510-586	14" CBL TIE (2): WIND SCRN		986262	02/02/2026			43.66
	004-510-586	11" CBL TIE: WIND SCRN		986569	02/02/2026			18.03
	004-510-559	1000'STRETCH WRAP:CHAIR CARTS		988807	02/03/2026			24.10
	004-510-702	25' EHTERNET CABLE (4)		998781	02/07/2026			98.72
	004-510-702	10CT ETN 15A 125V RECEPT		973576	02/09/2026			6.01
	004-510-702	2G ELEC BOX & COVER (5)		973576	02/09/2026			27.85
	004-510-702	ETN 15A 125V 3W PLUG (5)		973576	02/09/2026			34.10
	004-510-702	250' 300V 12AWG3 POWER CORD		973576	02/09/2026			197.50
	004-510-702	1G GS BOX & SS PLATE (2)		981582	02/12/2026			12.08
	004-510-702	ETN 15A 125V 3W PLUG (2)		982040	02/12/2026			13.64
	004-510-702	ETN 20A 125V 3W PLUG (2)		981631	02/12/2026			14.02
	004-510-559	CM TRADESTCK ROLLING TOOL BOX		998004	02/13/2026			208.05
	004-510-559	CM TOOLBOX		993869	02/17/2026			61.73
	004-510-586	.5"GLV HEX NUT(8): WIND SCRN		999508	02/19/2026			4.08
	004-510-586	18" CBL TIE(4);2PK ROLLER CVR		999135	02/19/2026			43.60
99	004-510-586	GORILLA DUCT TAPE: WIND SCRN		999135	02/19/2026			14.23
004	SINGING RIVER ELECTRIC COOPERATIVE	261614	03/17/2026	03/11/2026			1,474.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATER 118241002		03012026	03/06/2026			1,443.08
	004-510-631	GATES 122412001		02172026	02/23/2026			31.64
004	AMAZON CAPITAL SERVICE	261645	03/17/2026	03/11/2026			33.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	WHT NUMBER STICKER 1-50 (5)		1FWDLN9F4N	03/02/2026	260578		27.60
	004-510-559	1" NUMBER STICKER WP 1-100		1FWDLN9F4N	03/02/2026	260578		5.79

FUND TOTAL 4 Claims to Checks 5 Total 5,209.58 Manual Held Total 5,209.58

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	GOODWYN MILLS & CAWOOD INC	261602	03/17/2026	03/11/2026			912.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
030-355-763	CONSTRUCTION DOCS 85.0%	2600828	02/28/2026		912.26

FUND TOTAL 30 Claims to Checks 1 Total 912.26 Manual Held Total 912.26

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	261582	03/17/2026	03/10/2026			896.48	

Account Number	Description	Invoice #	Date	P.O.	Amount	
156-100-606	GPD MODEM PLAN(26)FEB 2026	02032026	03/02/2026			896.48

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SUMMIT TOPCO LP	261638	03/17/2026	03/11/2026			3,376.80	

Account Number	Description	Invoice #	Date	P.O.	Amount	
156-100-799	REPR PARTS: 12301	208103457	02/16/2026	260488		334.80
156-100-799	BODY LABOR 20.40 HRS: 12301	208103457	02/16/2026	260488		1,326.00
156-100-799	PAINT LABOR 15.60 HRS: 12301	208103457	02/16/2026	260488		1,014.00
156-100-799	PAINT SUPPLIES: 12301	208103457	02/16/2026	260488		702.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	POWELL CONSTRUCTION SERVICES INC	261640	03/17/2026	03/11/2026			575.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
156-100-799	INSTL:SIGNAL BTNS OST/LADNIER	4476	03/07/2026	260534		575.00

FUND TOTAL 156 Claims to Checks 3 Total 4,848.28 Manual Held Total 4,848.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	261524	03/17/2026	03/06/2026			63,773.33	

Account Number	Description	Invoice #	Date	P.O.	Amount
172-350-650	LIBRARY SUPPORT	02252026	02/25/2026		63,773.33

FUND TOTAL 172 Claims to Checks 1 Total 63,773.33 Manual Held Total 63,773.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	261525	03/17/2026	03/06/2026			50.00	
	Account Number: 176-170-699 — Description: FEB 2026 BOX RENTAL — Invoice #: 723016 — Date: 02/28/2026 — P.O.: — Amount: 50.00							
176	COCA COLA BOTTLING CO UNITED INC	261558	03/17/2026	03/09/2026			52.87	
	Account Number: 176-170-541 — Description: CS 20OZ DASANI (1) — Invoice #: 5134007806 — Date: 03/06/2026 — P.O.: — Amount: 18.47							
	Account Number: 176-170-541 — Description: CS 20OZ BARQS (1) — Invoice #: 5134007806 — Date: 03/06/2026 — P.O.: — Amount: 34.40							
176	C SPIRE WIRELESS	261587	03/17/2026	03/10/2026			53.73	
	Account Number: 176-170-605 — Description: CELL PHONE — Invoice #: 0030759348 — Date: 02/28/2026 — P.O.: — Amount: 53.73							
176	LOWE'S	261589	03/17/2026	03/10/2026			23.52	
	Account Number: 176-170-586 — Description: QTR TURN ANGLE VLV: SP RESTRM — Invoice #: 976210 — Date: 02/10/2026 — P.O.: — Amount: 9.29							
	Account Number: 176-170-586 — Description: TOILET GASKET KIT: SP RESTRM — Invoice #: 975127 — Date: 02/10/2026 — P.O.: — Amount: 14.23							
176	SINGING RIVER ELECTRIC COOPERATIVE	261613	03/17/2026	03/11/2026			4,219.81	
	Account Number: 176-170-631 — Description: HOUSE 76855002 — Invoice #: 02192026 — Date: 02/24/2026 — P.O.: — Amount: 55.60							
	Account Number: 176-170-631 — Description: PARK FACILITIES 76854002 — Invoice #: 02192026 — Date: 02/24/2026 — P.O.: — Amount: 3,602.51							
	Account Number: 176-170-631 — Description: DUMP STATION 109931001 — Invoice #: 02192026 — Date: 02/24/2026 — P.O.: — Amount: 30.00							
	Account Number: 176-170-631 — Description: SP WELCOME CENTER 108928002 — Invoice #: 02192026 — Date: 02/24/2026 — P.O.: — Amount: 531.70							
176	MS MADE SOAP AND CANDLES LLC	261646	03/17/2026	03/11/2026			143.75	
	Account Number: 176-170-541 — Description: BAR SOAP PINE TAR (3) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 14.25							
	Account Number: 176-170-541 — Description: BAR SOAP BUTT NAKED (4) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 19.00							
	Account Number: 176-170-541 — Description: KUDZU BAR SOAP (2) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 9.50							
	Account Number: 176-170-541 — Description: MAGNOLIA BAR SOAP (4) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 19.00							
	Account Number: 176-170-541 — Description: SWEET COTTON BAR SOAP (4) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 19.00							
	Account Number: 176-170-541 — Description: FRESH LINEN 10OZ CANDLE(2) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 21.00							
	Account Number: 176-170-541 — Description: MAGNOLIA 10 OZ CANDLE (2) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 21.00							
	Account Number: 176-170-541 — Description: SWEET COTTON 10OZ CANDLE(2) — Invoice #: 438 — Date: 03/03/2026 — P.O.: 260657 — Amount: 21.00							

FUND TOTAL 176 Claims to Checks 6 Total 4,543.68 Manual Held Total 4,543.68

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Release date from 03/17/2026 thru 03/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	ALLRED ARCHITECTURAL GROUP PA	261556	03/17/2026	03/09/2026			2,967.70	
	Account Number: 309-510-763	Description: CONSTRUCTION ADMIN 38.58%		Invoice #: 202173-14	Date: 03/06/2026	P.O.	Amount: 2,967.70	
309	DAN HENSARLING INC	261557	03/17/2026	03/09/2026			302,972.10	
	Account Number: 309-510-756	Description: MS SONGWRITERS PAC 38.58%		Invoice #: 9	Date: 03/06/2026	P.O.	Amount: 302,972.10	

FUND TOTAL 309 Claims to Checks 2 Total 305,939.80 Manual Held Total 305,939.80

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	RIDGDELL BROS INC	261527	03/17/2026	03/06/2026			2,980.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
310-655-720	CAP PRIVATE WELL: CW WEBB	230085118	03/02/2026		1,500.00
310-655-720	INSTALL SILT FENCE: CW WEBB	230085118	03/02/2026		1,480.00

FUND TOTAL 310 Claims to Checks 1 Total 2,980.00 Manual Held Total 2,980.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	261528	03/17/2026	03/06/2026			3,278.75	

Account Number	Description	Invoice #	Date	P.O.	Amount	
355-723-763	RFIS & SUBMITTALS	46174	03/06/2026			3,278.75

FUND TOTAL 355 Claims to Checks 1 Total 3,278.75 Manual Held Total 3,278.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ANSER	261530	03/17/2026	03/06/2026			690.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	BASE RATE: 02/11-03/10/26	277-021126	02/11/2026		685.00
400-650-698	PAPER INVOICE FEE	277-021126	02/11/2026		5.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE	261532	03/17/2026	03/06/2026			183,082.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-672	FEB 2026 MAINT OPS	2026-02	02/28/2026		183,082.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	261533	03/17/2026	03/06/2026			309.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	COLIFORM(1): WESTGATE WELL	2602418186	02/25/2026		100.00
400-651-698	TSS MONTHLY SAMPLE	2602460186	03/03/2026		75.00
400-651-698	COLIFORM(2): STATE/CLEMSON	2603120186	03/05/2026		134.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	261540	03/17/2026	03/09/2026			1,215.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	5 CY TOPSOIL: TAP DOLPHIN	34086	03/03/2026		100.00
400-651-585	6 CY FILL: TAP ST ANNE	34086	03/03/2026		90.00
400-651-585	3 CY TOPSOIL: REPRS/TAPS CW	34086	03/03/2026		60.00
400-651-585	8 CY RAP: TAPS ST ANNE/RNTREE	34086	03/03/2026		320.00
400-651-585	2 CY FILL: W/S TAPS	34086	03/03/2026		40.00
400-651-585	2 CY TOPSOIL: W/S TAPS	34086	03/03/2026		40.00
400-651-585	.5 CY RAP: W/S TAPS	34086	03/03/2026		20.00
400-651-585	3 CY FILL: WTR LK MILSTEAD	34086	03/03/2026		60.00
400-651-683	15 CY FILL:DRAINAGE GRAVELINE	34086	03/03/2026		225.00
400-651-585	6CY TOPSOIL: WTR LK GRAVELINE	34086	03/03/2026		120.00
400-651-585	6 CY TOPSOIL:SINK HOLE LADNIER	34086	03/03/2026		120.00
400-651-585	1 CY TOPSOIL: CW REPRS	34086	03/03/2026		20.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	261564	03/17/2026	03/09/2026			235.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	UNL-J9T500-01 RENTAL FEE	INV7944451	03/02/2026		235.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	261570	03/17/2026	03/10/2026			5,317.53	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	FEB 2026 PRINTING 2067001	0013649	02/28/2026		1,146.50
400-650-698	FEB 2026 POSTAGE 2067001	0013649	02/28/2026		4,171.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	261571	03/17/2026	03/10/2026			183,397.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-000-104	FEB 2026 GARBAGE PMTS	02282026	02/28/2026		183,397.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	261588	03/17/2026	03/10/2026			581.23	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-001-605	COUNCIL CELL PHONES	0030759348	02/28/2026		188.14
400-021-605	CITY MGR CELL PHONE	0030759348	02/28/2026		29.60
400-040-605	ADMIN CELL PHONE	0030759348	02/28/2026		41.90
400-205-605	MAINT CELL PHONES	0030759348	02/28/2026		31.08
400-094-605	GRANT-PROJ CELL PHONES	0030759348	02/28/2026		88.79

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	261588	03/17/2026	03/10/2026			581.23	(CONTINUED)
	Account Number: 400-650-605 — Description: CELL PHONES (4) — Invoice #: 0030759348 — Date: 02/28/2026 — P.O. — Amount: 201.72							
400	LOWE'S	261590	03/17/2026	03/10/2026			2,889.94	
	400-651-581 — MIP ADPTR;10'CONN;ELBOW FITG — 970734 — 01/26/2026 — 29.73							
	400-651-584 — .5" GALV PLUG(7): LS MAINT — 972857 — 01/27/2026 — 20.51							
	400-651-581 — 16OZ PVC CEMENT(8): H57 WELL — 972491 — 01/27/2026 — 119.20							
	400-651-584 — BLDG MATS: GRAVELINE LS FENCE — 975328 — 01/28/2026 — 2,245.78							
	400-651-581 — RTN CR: 250W INC BULB(18) — 975273 — 01/28/2026 — -204.84							
	400-651-584 — BOLT(50);NUT(100);WASHER(100) — 974834 — 01/28/2026 — 43.50							
	400-651-584 — BOLT(50) — 986119 — 02/02/2026 — 16.50							
	400-651-581 — S40 PVC ASRT(9): OFFICE WELL — 986982 — 02/02/2026 — 29.33							
	400-651-581 — S40 PVC ASRT(4): OFFICE WELL — 986507 — 02/02/2026 — 12.87							
	400-651-584 — PVC ADPTR;CK VLV: PD LSTN — 991335 — 02/04/2026 — 28.58							
	400-651-584 — 2"LOCKNUT;RED WSHR(4):PD LS — 995761 — 02/06/2026 — 5.46							
	400-651-584 — ASRT FITTINGS(8);ADHSV: PD LS — 995512 — 02/06/2026 — 22.74							
	400-651-584 — LED 60W 3000K BULB 16PK:PD LS — 995512 — 02/06/2026 — 20.88							
	400-650-559 — 1"BRUSH(4); 4"SCREWDRIVER(8) — 986543 — 02/10/2026 — 48.80							
	400-651-581 — 10'PIPE;FITTINGS:BARRACUDA TAP — 977799 — 02/11/2026 — 55.82							
	400-651-581 — 10'PIPE(2);FITTINGS:BARRACUDA — 977697 — 02/11/2026 — 105.97							
	400-651-584 — 3"SCREWS;6"SCREWS: GRVLINE LS — 997174 — 02/18/2026 — 136.78							
	400-651-584 — #8 SCREWS;CORNER TIE(8):GLS — 996820 — 02/18/2026 — 88.01							
	400-651-581 — 20A 125V RECEPT: OFFICE WELL — 972037 — 02/20/2026 — 21.36							
	400-651-584 — LQ TGHT WHIP KIT: ROLLNG MDWS — 971085 — 02/20/2026 — 27.55							
	400-651-584 — UBOLT(2);6CT SCREW;5CT NUT — 971085 — 02/20/2026 — 15.41							
400	CREDIT CARD CENTER	261594	03/17/2026	03/10/2026			1,059.55	
	400-650-681 — HOTEL-HURR CONF: MORGAN,R — 000290 — 02/06/2026 — 1,059.55							
400	SINGING RIVER ELECTRIC COOPERATIVE	261615	03/17/2026	03/11/2026			4,144.90	
	400-651-631 — LIFT STNS 17875 — 02192026 — 02/24/2026 — 298.70							
	400-651-631 — LIFT STNS 17883 — 02192026 — 02/24/2026 — 1,870.30							
	400-651-631 — LIFT STNS 17884 — 02192026 — 02/24/2026 — 1,071.96							
	400-651-631 — LIFT STNS 114260001 — 02192026 — 02/24/2026 — 903.94							
400	SINGING RIVER ELECTRIC COOPERATIVE	261616	03/17/2026	03/11/2026			2,063.99	
	400-651-631 — LIFT STNS 89627001 — 02172026 — 02/20/2026 — 79.03							
	400-651-631 — LIFT STNS 89702001 — 02172026 — 02/20/2026 — 30.00							
	400-651-631 — CITY HALL WELL 114046001 — 02172026 — 02/23/2026 — 1,038.16							
	400-651-631 — CARTER-WTR TNK 109812001 — 02152026 — 02/19/2026 — 31.43							
	400-651-631 — LIFT STNS 20649 — 02152026 — 02/19/2026 — 792.47							
	400-651-631 — LIFT STNS 28779 — 02152026 — 02/19/2026 — 92.90							
400	SINGING RIVER ELECTRIC COOPERATIVE	261617	03/17/2026	03/11/2026			6,318.94	
	400-651-631 — IONIZATION PLANT 99216002 — 02172026 — 02/23/2026 — 245.75							
	400-651-631 — WATER WELLS 17882 — 02172026 — 02/23/2026 — 1,771.03							
	400-651-631 — CITY HALL SOUTH 17882 — 02172026 — 02/23/2026 — 1,608.04							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261617	03/17/2026	03/11/2026			6,318.94	(CONTINUED)
	Account Number: 400-651-631 — Description: LIFT STNS 17882 — Invoice #: 02172026 — Date: 02/23/2026 — P.O.: — Amount: 2,694.12							
400	FUELMAN	261619	03/17/2026	03/11/2026			188.93	
	Account Number: 400-650-525 — Description: UNL FUEL — Invoice #: NP70154161 — Date: 03/09/2026 — P.O.: — Amount: 188.93							
400	FUELMAN	261621	03/17/2026	03/11/2026			156.61	
	Account Number: 400-650-525 — Description: UNL FUEL — Invoice #: NP70104996 — Date: 03/02/2026 — P.O.: — Amount: 156.61							
400	AUTO TRUCK AND TRAILER PARTS INC	261622	03/17/2026	03/11/2026			54.00	
	Account Number: 400-651-584 — Description: 30 NON-DETERGENT OIL(12):LSTN — Invoice #: 329553 — Date: 02/26/2026 — P.O.: 260620 — Amount: 54.00							
400	SOUTHERN PIPE & SUPPLY CO INC	261628	03/17/2026	03/11/2026			8,690.14	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	2" S40 PVC 45 DEG ELL (20)	1050352900	02/12/2026	260236	41.49		
	400-651-583	2" S40 PVC 90 DEG ELL (20)	1050352900	02/12/2026	260236	70.60		
	400-651-583	2" S40 PVC FEM ADT (20)	1050352900	02/12/2026	260236	47.20		
	400-651-583	2" S40 PVC MALE ADT (20)	1050352900	02/12/2026	260236	47.80		
	400-651-583	2" S40 PVC SXS CPLG (10)	1050352900	02/12/2026	260236	21.30		
	400-651-583	1" S40 PVC SXSXS TEE (12)	1050352900	02/12/2026	260236	30.84		
	400-651-583	1" S40 PVC 90 DEG ELL (10)	1050352900	02/12/2026	260236	19.30		
	400-651-583	1-1/4 S40 PVC 90 DEG ELL(10)	1050352900	02/12/2026	260236	21.30		
	400-651-583	1-1/4 S40 PVC CPLG (10)	1050352900	02/12/2026	260236	13.10		
	400-651-583	2" S40 PVC 45 DEG ELL(20)	1050352901	02/13/2026	260236	50.71		
	400-651-583	2X1-1/2 PVC RED (20)	1050352901	02/13/2026	260236	35.80		
	400-651-583	1X1-1/2 S40 MALE ADT (20)	1050352901	02/13/2026	260236	55.20		
	400-651-583	2"PVC MALE ADT W/FLO-LOCK(20)	1050352901	02/13/2026	260236	586.00		
	400-651-583	1-1/4 PVC S40 BE PIPE 200'	1076361800	02/11/2026	260555	98.00		
	400-651-583	2" RAMNECK (6)	1076361801	02/12/2026	260555	1,125.00		
	400-651-581	1-1/4 S40 PVC MALE ADT (10)	1078388100	02/20/2026	260587	16.00		
	400-651-581	1-1/4 S40 SXS CHECK VLV(5)	1078388100	02/20/2026	260587	131.00		
	400-651-581	4" HYMAXCS CPLG 2000S (5)	1078388100	02/20/2026	260587	1,751.50		
	400-651-581	2" HYMAXCN CPLG 2000S (8)	1078388100	02/20/2026	260587	1,664.80		
	400-651-709	PLST WTR METER BOX W/LID(72)	1080651700	02/27/2026	260600	1,879.20		
	400-651-583	4" 3034 PVC SEWER WYE (15)	1080654200	02/27/2026	260599	97.80		
	400-651-583	4" 3034 PVC SEWER FEM ADT(20)	1080654200	02/27/2026	260599	90.00		
	400-651-583	4" SDR35 MPT THRD PLUG (20)	1080654200	02/27/2026	260599	58.00		
	400-651-583	2" PVC S40 BE PIPE (300)	1080654200	02/27/2026	260599	237.00		
	400-651-583	4X10 3034 PVC SOLID PIPE(280)	1080654200	02/27/2026	260599	501.20		
400	CONSOLIDATED PIPE & SUPPLY	261629	03/17/2026	03/11/2026			1,980.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	4X1 JCM 4040480X09 SADDLE(6)	MS03715585	02/10/2026	260511	382.50		
	400-651-583	6X1 JCM 4040690X09 SADDLE(6)	MS03715585	02/10/2026	260511	408.00		
	400-651-583	6 SDR35 D3034 PVC SWR WYE(10)	MS03715613	02/11/2026	260511	950.00		
	400-651-581	1-1/4 PLMAC PVC GRIP RING(10)	MS03715955	02/24/2026	260556	60.00		
	400-651-581	1"CTS SDR9 HDPE WTR TUBE 300'	MS03716172	03/03/2026	260619	180.00		

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	261631	03/17/2026	03/11/2026			493.80	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-583 PVC SW SDR35 CPLG 4" (20)		444055.001	03/06/2026	260672			118.60
	400-651-583 PVC SW SDR35 45 ELL 4" (20)		444055.001	03/06/2026	260672			178.80
	400-651-583 PVC SW SDR35 22.5 ELL 4" (20)		444055.001	03/06/2026	260672			196.40
400	COAST CHLORINATOR & PUMP CO INC	261632	03/17/2026	03/11/2026			7,228.80	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-581 STARITE BOOSTER PUMP 2HP		79831	02/23/2026	260536			2,940.00
	400-651-581 20% DISCNT: SPARE WELL PUMP		79831	02/23/2026	260536			-588.00
	400-651-581 STARITE BOOSTER PUMP 1HPL		79832	02/23/2026	260519			2,096.00
	400-651-581 20% DISCNT: SPARE WELL PUMP		79832	02/23/2026	260519			-419.20
	400-651-581 S200 REGULATOR 100PPD:WESTGATE		79944	02/27/2026	260628			3,200.00
400	SUN HERALD ADVERTISING	261635	03/17/2026	03/11/2026			151.06	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-650-615 BID AD: WEST PARK DRNG 592		IN119244	02/28/2026	260563			151.06
400	PUCKETT RENTS	261636	03/17/2026	03/11/2026			1,300.00	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-583 3" WACKER DIAPHRAGM PUMP		1165157000	01/22/2026	260452			1,300.00
400	CITY ELECTRIC SUPPLY CO	261642	03/17/2026	03/11/2026			123.30	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-584 250V 100A 5-7/8X1 1/6 RK (3)		PAS/107494	02/20/2026	260596			123.30
400	LYMAN WELL COMPANY	261648	03/17/2026	03/11/2026			18,880.00	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-712 WOLF 4 STAGE SUB PUMP 20HP		26-014	03/03/2026	260456			6,000.00
	400-651-712 20HP HITACHI 230V MOTOR 3PH		26-014	03/03/2026	260456			4,000.00
	400-651-712 120' #8 FLAT JACK SUB PUMP		26-014	03/03/2026	260456			480.00
	400-651-712 LABOR INSTL EQUIP:WESTGT WELL		26-014	03/03/2026	260456			3,600.00
	400-651-581 LABOR PULL-INSPCT:WESTGT WELL		26-015	03/04/2026	260317			4,800.00
400	J H WRIGHT & ASSOCIATES INC	261649	03/17/2026	03/11/2026			653.00	
	Account Number / Description		Invoice #	Date	P.O.		Amount	
	400-651-584 PMPU PHASE MONITOR(3):UNIVERSI		476258	02/27/2026	260618			490.00
	400-651-581 PMPU PHASE MONITOR:WESTGT WELL		476261	02/27/2026	260617			163.00

FUND TOTAL 400 Claims to Checks 25 Total 431,206.06 Manual Held Total 431,206.06

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	261522	03/17/2026	03/06/2026			175,272.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	FEB 2026 RES GARBAGE (6432)	158041	02/28/2026		175,272.00

FUND TOTAL 404 Claims to Checks 1 Total 175,272.00 Manual Held Total 175,272.00

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SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	66	Total	361,839.17	Manual	Held	Total	361,839.17
FUND 4	Claims	to	Checks	5	Total	5,209.58	Manual	Held	Total	5,209.58
FUND 30	Claims	to	Checks	1	Total	912.26	Manual	Held	Total	912.26
FUND 156	Claims	to	Checks	3	Total	4,848.28	Manual	Held	Total	4,848.28
FUND 172	Claims	to	Checks	1	Total	63,773.33	Manual	Held	Total	63,773.33
FUND 176	Claims	to	Checks	6	Total	4,543.68	Manual	Held	Total	4,543.68
FUND 309	Claims	to	Checks	2	Total	305,939.80	Manual	Held	Total	305,939.80
FUND 310	Claims	to	Checks	1	Total	2,980.00	Manual	Held	Total	2,980.00
FUND 355	Claims	to	Checks	1	Total	3,278.75	Manual	Held	Total	3,278.75
FUND 400	Claims	to	Checks	25	Total	431,206.06	Manual	Held	Total	431,206.06
FUND 404	Claims	to	Checks	1	Total	175,272.00	Manual	Held	Total	175,272.00
Total for all Funds			Checks	112	Total	1,359,802.91	Manual	Held	Total	1,359,802.91

Councilman Fuller made the motion to approve consent agenda items 1-10, as presented. Councilman Minor 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 048-2026

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-10 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 Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

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MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

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

ORDER NUMBER 049-2026

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 March 3, 2026 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 Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

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

ORDER NUMBER 050-2026

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 February 2026 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 Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

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MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

	City of Gautier		
	Business Registry		
	Feb-26		
LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
2027-01-0009461	Vaughn Lauban	$20.00	Current
2027-01-0009462	Vaughn Lauban	$30.00	Current
2027-01-0009463	Sherwin Williams	$70.00	Current
2027-02-0009464	PT Solutions	$30.00	Current
2027-02-0009465	Subway #5896	$30.00	Current
2027-01-0009466	The People's Bank	$20.00	Current
2027-01-0009467	Trustworthy Services, LLC	$22.00	Delinquent
2027-02-0009468	CTC Rentals. LLC	$30.00	Current
2027-02-0009469	RT Firearms	$45.00	Current
2027-02-0009470	B&G's Cleaning Service	$20.00	Current
2027-01-0009471	Westside B&B	$22.00	Delinquent
2027-02-0009472	Home Team Tire & Auto	$20.00	Current
2027-02-0009473	Bates Janitorial, LLC	$20.00	Current
2027-01-0009474	Consider It Done Home Repair	$22.00	Delinquent
2027-02-0009475	Coastal Wealth Mgmt. Group	$20.00	Current
2027-02-0009476	The Crawfish House & Grill	$35.00	New Business
2027-02-0009477	Patrimoine Properties	$20.00	New Business
2027-02-0009478	Pitalo's Marina	$20.00	Current
2027-02-0009479	Attentive Services, LLC	$20.00	Current
2027-02-0009480	Children's International, LLC	$40.00	Current
2027-02-0009481	Universal Imports, LLC	$20.00	Current
2026-12-0009482	Ame Enterprises, LLC	$22.20	Current
2027-02-0009483	Dolphin Dayz, LLC	$20.00	Current
2027-02-0009484	Simplified Spaces of the Gulf Coast	$20.00	Current
2027-03-0009485	Fayard's Gautier Marathon	$45.00	Current
2027-02-0009486	Johnson Generational Realty, LLC	$20.00	New Business
2027-03-0009487	Henze Enterprises, Inc.	$30.00	Current
2027-03-0009488	Flower Patch Florist & Gifts	$20.00	Current
2026-06-0009489	Treasured Memories Imaging	$23.40	Delinquent
2026-07-0009490	MS Coastal Services	$23.20	Delinquent
2027-02-0009491	Sims Landscaping & Painting	$20.00	Current
2027-03-0009492	The Old Place	$20.00	Current
	Eplus Technology		Closed Business
	TOTAL:		
	New Business	3	
	Transient Vendor	1	
	Closed Business	1	
	Delinquent Renewal Issued	5	
	Current	24	

New Business February 2026			
Business Name	**Business Address**	**Business Phone**	**Business Description**
The Crawfish House and Grill	3000 Oak Street	228-297-5659	Crawfish Restaurant & Bar
Patrimoine Properties	4101 Gautier-Vancleave Rd #5B	228-990-7077	Real Estate
Johnson Generational Realty, LLC	209 Graveline Rd	228-447-0602	Home office Real Estate

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

ORDER NUMBER 051-2026

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2026 is hereby received.

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

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MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 17, 2026.

JAN 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$4,289,043.16
HB1 Modernization Act Funds	Depository Account	002-000-001	$1,251,867.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$320,371.08
Amphitheater Venue	Depository Account	004-000-001	$105,520.43
MDAH School House Grant	Depository Account	030-000-001	$19,807.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$134,452.56
U S Justice Equitable Sharing	Depository Account	157-000-001	$34,081.12
Fire Protection Fund	Depository Account	160-000-001	$204,661.08
Tidelands Grant	Depository Account	171-000-001	$24,734.69
Library Support Fund	Depository Account	172-000-001	$26,461.45
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	($17,310.19)
Shepard State Park Fund	Depository Account	176-000-001	$135,855.82
S2020 GO Refnd Bond Debt Service	Depository Account	255-000-001	
USDA NRCS EWP Program	Depository Account	300-000-001	$3,511.57
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
South Gautier/Vancleave Rd Sidewalk	Depository Account	313-000-001	$40,350.00
Dolphin-CSX Grade Separation	Depository Account	314-000-001	($18,750.00)
Solid Waste Fund	Depository Account	404-000-001	$84,330.54
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$6,638,988.70
	General Depository Reconciled Cash Balance		$6,638,988.70

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	($52,757.83)
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	($55,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	$801,425.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$4,998,572.82
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$218,649.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$5,910,901.24
	Enterprise Reconciled Cash Balance		$5,907,557.16

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$73,252.74
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$80,041.16
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$275,028.57
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$748,831.53
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$73,766.36
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$73,764.37
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$17,199.54
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	$5,229.21
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	$19,738.93
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	$548,037.47
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$135.80
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	$1,547,202.86
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	$622,135.11
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,090,902.69
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	$1,031,741.29
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	$1,452,553.05
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	$2,400,017.08
SB2468 Water Meter Imps	Restricted Fund	422-000-001	$1,547,202.86
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$267,460.92
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$1,071,260.37
	Total Bond & Restricted Reconciled Cash Balances		$13,945,501.91

JAN 2026
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2026	JAN 2026	Balance	33.33% % to date
	General Fund Revenues	**13,348,978.00**	**3,161,697.36**	**10,187,280.64**	***23.6%***
	Expenditures:				
001	Legislative	**264,436.00**	**91,271.59**	**173,164.41**	***34.5%***
010	City Court	**397,834.00**	**89,522.46**	**308,311.54**	***22.5%***
021	City Manager	**149,800.00**	**18,479.85**	**131,320.15**	***12.3%***
022	Human Resources	**75,563.00**	**17,358.17**	**58,204.83**	***22.9%***
030	Elections	**0.00**	**0.00**	**0.00**	
040	City Clerk	**493,028.00**	**77,618.61**	**415,409.39**	***15.7%***
060	City Attorney	**145,000.00**	**40,177.30**	**104,822.70**	***27.7%***
090	Economic Dev - Planning	**560,844.00**	**99,894.52**	**460,949.48**	***17.8%***
092	Building & General Expenses	**1,103,525.00**	**532,133.78**	**571,391.22**	***48.2%***
094	Grants & Project Admin	**251,922.00**	**20,630.82**	**231,291.18**	***8.1%***
100	Police	**4,944,779.00**	**1,474,652.35**	**3,470,126.65**	***29.8%***
161	Fire	**3,972,614.00**	**1,043,313.59**	**2,929,300.41**	***26.2%***
170	Recreation	**935,541.00**	**211,910.16**	**723,630.84**	***22.6%***
201	PW: Streets	**675,100.00**	**141,440.34**	**533,659.66**	***20.9%***
205	PW: Maintenance	**386,935.00**	**74,826.65**	**312,108.35**	***19.3%***
680	Debt Service	**87,454.00**	**46,323.96**	**41,130.04**	***52.9%***
900	Interfund Transfers	**949,703.00**	**414,513.93**	**535,189.07**	***43.6%***
	General Fund Expenditures	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	***28.5%***
	Total Operating Expenditures	**13,015,430.00**	**3,929,561.29**	**9,085,868.71**	
	Total Capital Outlay Expenditures	**1,239,800.00**	**3,668.90**	**1,236,131.10**	
	Total Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Total Transfers Out	**949,703.00**	**414,513.93**	**535,189.07**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	
	Personnel	**9,652,280.00**	**2,899,155.17**	**6,753,124.83**	
	Supplies	**722,150.00**	**123,391.75**	**598,758.25**	
	Other Services	**2,641,000.00**	**907,014.37**	**1,733,985.63**	
	Capital Outlay	**1,239,800.00**	**3,668.90**	**1,236,131.10**	
	Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Interfund Transfers for DS	**949,703.00**	**414,513.93**	**535,189.07**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**4,394,068.08**	**11,000,009.92**	

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
002 HB1 Modernization Funds				
Revenues	1,285,030.00	686,447.94	598,582.06	*53.4%*
Expenditures	1,888,000.00	500,000.00	1,388,000.00	*26.4%*
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	200,844.23	74,371.91	*72.9%*
Expenditures	608,458.32	213,737.22	394,721.10	*35.1%*
004 Amphitheater Venue Fund				
Revenues	560,000.00	18,853.00	541,147.00	*3.3%*
Expenditures	586,782.00	79,599.62	507,182.38	*13.5%*
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	*1.1%*
Expenditures	95,004.43	400.00	94,604.43	*0.4%*
130 $7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	694,488.24	1,385,267.63	*33.3%*
Expenditures	2,724,201.21	1,429,023.10	1,295,178.11	*52.4%*
156 SE MS METRO TASK FORCE				
Revenues		72,129.06	(72,129.06)	
Expenditures	50,941.00	13,906.17	37,034.83	*27.2%*
157 US Justice Equitable Sharing				
Revenues		1,511.36	(1,511.36)	
Expenditures	50,000.00	25,007.00	24,993.00	*50.0%*
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00	48,930.12	131,734.88	*27.0%*
171 Combined Tidelands Grant				
Revenues	640,226.48	3,250.00	636,976.48	*0.5%*
Expenditures	670,511.17	8,800.00	661,711.17	*1.3%*
172 Library Support Fund				
Revenues	138,964.00	35,904.45	103,059.55	*25.8%*
Expenditures	138,964.00	9,443.00	129,521.00	*6.7%*
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	3,800.00	406,200.00	*0.9%*
Expenditures	406,200.00	17,310.09	388,889.91	*4.2%*

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
176 Shepard State Park				
Revenues	**234,000.00**	**104,924.47**	**129,075.53**	***44.8%***
Expenditures	**268,123.00**	**56,243.38**	**211,879.62**	***20.9%***
177 HB1353 Local Imps: Shepard				
Revenues	**200.00**	**764.66**	**(564.66)**	***382.3%***
Expenditures	**79,300.00**		**79,300.00**	
250 2018 W&S Bond Debt Service				
Revenues	**285,213.00**	**93,912.48**	**191,300.52**	***32.9%***
Expenditures	**282,506.26**	**53,753.13**	**228,753.13**	***19.0%***
251 2018 W&S Bond Debt Serv Reserve				
Revenues	**16,900.00**	**3,741.94**	**13,158.06**	***22.1%***
Expenditures	**7,713.00**		**7,713.00**	
252 2019 W&S Bond Debt Service				
Revenues	**397,348.00**	**129,129.06**	**268,218.94**	***32.4%***
Expenditures	**382,825.00**	**318,600.00**	**64,225.00**	***83.2%***
253 2019 W&S Bond Debt Serv Reserve				
Revenues	**16,800.00**	**4,820.87**	**11,979.13**	***28.6%***
Expenditures	**11,348.00**		**11,348.00**	
254 S2018 MPI GO Bond Debt Service				
Revenues	**295,382.00**	**164.31**	**295,217.69**	
Expenditures	**295,782.00**		**295,782.00**	
255 S2020 Refnd GO Bond Debt Service				
Revenues	**459,965.00**	**18,357.50**	**441,607.50**	***3.9%***
Expenditures	**459,965.00**	**18,357.50**	**441,607.50**	***3.9%***
256 S2023 GO Note Debt Service	**325,749.00**	**304,428.00**	**21,321.00**	***93.4%***
Revenues	**325,749.00**	**304,428.00**	**21,321.00**	***93.4%***
Expenditures				
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	**194,656.00**	**150,595.77**	**44,060.23**	***77.3%***
Expenditures	**194,556.00**	**150,452.81**	**44,103.19**	***77.3%***
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	**615,000.00**	**921.47**	**614,078.53**	***0.1%***
Expenditures	**712,895.00**	**587,648.10**	**125,246.90**	***82.4%***
259 5.3M Uty Rev Bond DS Reserve				
Revenues	**6,000.00**	**5,235.61**	**764.39**	***87.2%***
Expenditures	**12,000.00**		**12,000.00**	

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	47,071.89	259,928.11	*15.3%*
Expenditures	5,749,498.02	957,972.47	4,791,525.55	*16.6%*
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	9,985.58	(6,985.58)	*332.8%*
Expenditures	1,050,562.14	29,094.41	1,021,467.73	*2.7%*
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	13,981.88	(10,981.88)	*466.0%*
Expenditures	1,453,660.00	13,000.00	1,440,660.00	*0.8%*
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	215,160.00		215,160.00	
Expenditures	255,510.00		255,510.00	
314 Dolphin-CSX Grade Separation Project				
Revenues	1,500,000.00		1,500,000.00	
Expenditures	1,500,000.00	18,750.00	1,481,250.00	*1.2%*
355 Water Supply & Treatment Plant				
Revenues	0.00		0.00	
Expenditures	106,215.03	30,650.00	75,565.03	*28.8%*
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	23,243.19	(7,637.19)	*148.9%*
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	608,079.61	1,361,216.43	*30.8%*
Expenditures	1,477,157.79	466,407.33	1,010,750.46	*31.5%*
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	85,000.00	2,906,150.00	*2.8%*
Expenditures	2,906,150.00	42,000.00	2,864,150.00	*1.4%*
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	98,575.00	3,351,425.00	*2.8%*

JAN 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	JAN 2026	Balance	*33.33% % to date*
401 S2023 GO Note Equipment Fund				
Revenues	**0.00**		**0.00**	
Expenditures	**218,224.25**		**218,224.25**	
404 Solid Waste Fund				
Revenues	**2,343,600.00**	**792,563.86**	**1,551,036.14**	*33.8%*
Expenditures	**2,346,260.00**	**757,919.60**	**1,588,340.40**	*32.3%*
422 Water Meter Replacement				
Revenues	**8,000.00**	**14,781.04**	(6,781.04)	*184.7%*
Expenditures	**1,540,000.00**		**1,540,000.00**	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	**1,500.00**	**2,555.16**	(1,055.16)	*170.3%*
Expenditures	**0.00**		**0.00**	

JAN 2026
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2026	JAN 2026	Balance	33.33% % to date
Utility Fund Revenues	**11,140,627.00**	**4,029,056.71**	**7,111,570.29**	***36.1%***
General Admin & Operations	**0.00**	**344,677.61**	**(344,677.61)**	
W & S Management & Operations	**3,462,608.00**	**921,447.58**	**2,541,160.42**	***26.6%***
Water & Sewer O & M	**4,541,792.00**	**1,375,701.32**	**3,166,090.68**	***30.2%***
Debt Service	**831,041.45**	**163,013.64**	**668,027.81**	***19.6%***
Transfers	**2,237,749.00**	**414,225.06**	**1,823,523.94**	***18.5%***
Contingencies	**150,000.00**	**0.00**	**150,000.00**	
Utility Fund Expenditures	**11,223,190.45**	**3,219,065.21**	**8,004,125.24**	***28.6%***
Total Operating Expenditures	***7,833,400.00***	***2,629,799.90***	***5,203,600.10***	
Total Capital Outlay Expenditures	***171,000.00***	***12,026.61***	***158,973.39***	
Total Debt Service	***831,041.45***	***163,013.64***	***668,027.81***	
Total Interfund Transfers	***2,237,749.00***	***414,225.06***	***1,823,523.94***	
Total Contingency Expenditures	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***3,219,065.21***	***8,004,125.24***	
Personnel	***610,787.00***	***462,304.36***	***148,482.64***	
Supplies	***466,000.00***	***140,104.20***	***325,895.80***	
Other Services	***6,756,613.00***	***2,027,391.34***	***4,729,221.66***	
Capital Outlay	***171,000.00***	***12,026.61***	***158,973.39***	
Debt Service	***831,041.45***	***163,013.64***	***668,027.81***	
Interfund Transfers	***2,237,749.00***	***414,225.06***	***1,823,523.94***	
Contingencies	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***3,219,065.21***	***8,004,125.24***	

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

ORDER NUMBER 052-2026

WHEREAS, the City of Gautier has taken over the Gautier Youth Baseball and Softball League; and

WHEREAS, in an effort to grow and promote the league, the Athletics Manager is seeking sponsors for the league; and

WHEREAS, several sponsors have offered donations to the City, in the amount of $250, for the purpose of promoting the league, including Asphalt Contractors, Dodge Store Gautier, and Antonio's Pizza II LLC; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donations from Asphalt Contractors ($250), Dodge Store Gautier ($250), and Antonio's Pizza ($250) for the City of Gautier's Youth Baseball and Softball League is hereby approved and accepted.

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	03/11/2026
Subject:	Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

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REQUEST:
The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Youth Baseball & Softball League.

BACKGROUND:
The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Recreation Department is seeking sponsors for the league to help cover the cost of equipment, registration fees, umpires, etc.

DISCUSSION:
The City of Gautier has received monetary donations from the following sponsors:
1. League Sponsor- $250.00-Asphalt Contractors
2. League Sponsor- $250.00-Dodge Store Gautier
3. League Sponsor- $250- Antonios New York Pizza II LLC

RECOMMENDATION:
The Recreation Department recommends that City Council approve the above monetary donations for the City of Gautier's Youth Baseball & Softball League

The City Council may:
1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

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

ORDER NUMBER 053-2026

WHEREAS, the City of Gautier has identified the need to acquire four (4) 2026 Ford Explorer Interceptor vehicles for use by the Gautier Police Department; and

WHEREAS, with the approved fiscal year budget, the City proposes to finance the purchase through a lease-purchase agreement in the amount of One Hundred Seventy-Two Thousand Twelve Dollars ($172,012.00) for a term of three (3) years; and

WHEREAS, the City received three quotes, with Cadence Bank having the lowest interest rate of 4.47%; and

WHEREAS, City staff requests for the City to enter into a lease purchase agreement with Cadence Bank in the amount of $172,012.00 for four (4) 2026 Ford Explorer Interceptors; 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 in the amount of $172,012.00 at an interest rate of 4.47% for a three (3) year term for the purchase of four (4) 2026 Ford Explorer Interceptor vehicles for the Gautier Police Department.

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 Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To:	Carlos Moulds, City Manager
From:	Sherry Farabee, Deputy City Clerk
Date:	03/11/2026
Subject:	Approval of a lease-purchase agreement with Cadence Bank for four 2026 Ford Explorers for the Police Department.

REQUEST:
City Council approval is requested for the City to enter into a lease-purchase agreement with Cadence Bank in the amount of $172,012.00, at an interest rate of 4.47%, for four (4) 2026 Ford Explorer Interceptors. These vehicles will be for the Police Department.

BACKGROUND:
These vehicles will be purchased from J. Allen Ford. In accordance with this year's budget, we will be financing $172,012.00 through a lease-purchasing agreement from Cadence Bank for a three (3) year term at 4.47% interest rate.

DISCUSSION:
The City Clerk's department received three (3) quotes for the Lease-Purchase Agreement, one was from Cadence Bank for 4.47%,one from The Peoples Bank for 5.05% and the other was from Community Bank for a 5.81% interest rate.

RECOMMENDATION:
Based on the interest rate of 4.47% from Cadence Bank, City staff recommends the City Council authorize the lease-purchase agreement in the amount of $172,012.00 for a three (3) year term.

ATTACHMENTS:
1. Cadence Bank
2. The Peoples Bank
3. Community Bank

CADENCE

CADENCE EQUIPMENT FINANCE

2/19/2026

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:	Four (4) New 2026 Ford Explorers
4.	Equipment Cost:	$172,012.00
5.	Lease Term:	3 Years
6.	Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) 3 annual payments of $62,647.41 arrears
7.	Lease Rate:	4.47%
8.	Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to change **in the current prime rate of 6.75%.** 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 3/18/2026. 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: _____

THE PEOPLES BANK

"The PEOPLE Bank"

P.O. Drawer 529 Biloxi, Mississippi 39533-0529
(228) 435-5511 • (228) 864-2252 • (800) USE MINT (873-6468)
Fax (228) 435-8418

February 23, 2026

City of Gautier
Sherry Farabee, Deputy City Clerk
3330 Hwy 90
Gautier, MS 39553

Re: $171,012.00- Four (4) Ford Exporers Lease Purchase

Dear Ms. Farabee:

For your $171,012.00 par value, legally issued lease purchase note, we will pay $171,012.00 plus accrued interest from date of issuance. Both principal and interest will be payable at The Peoples Bank. The note will bear interest as follows:

In Three (3) equal annual installments beginning one year following issuance of the note at a rate of 5.05%.

Provided that you promptly furnish us, prior to the delivery of the note, without cost to us, a full transcript, properly certified, of all proceedings had prior to and incident to this issue, satisfactorily evidencing to our attorneys the unqualified legality of the issue in all respects; and you agree to take such further action as our attorneys may require, to establish the validity of said issue. This transcript should also state that the note is eligible as pledge collateral under the laws of the State of Mississippi.

The above rate is based on the assumption that the lease purchase note will be and hereby is designated as a "qualified tax-exempt obligation" for the purpose of paragraph (3) of sub-sections 265 (b) of the Internal Revenue Code of 1986, and the city does not anticipate issuing more than $10,000.000.00 of such qualified tax-exempt obligations during the 2026 year.

We require titles for each of the vehicles to include the following information listing The Peoples Bank, Biloxi, Mississippi as lienholder and titles delivered to the Bank:

Lienholder Information for Auto Titles:
The Peoples Bank, Biloxi, Mississippi
P. O. Box 487
Biloxi, MS 39533-0487
Lienholder Number: 640-220-430-00

The gross interest cost is calculated on a 360-day basis. If you have any questions on this proposal, please call me at 228-435-8790.

Sincerely,

C.J. Dunaway
Vice President/Investments
The Peoples Bank



% 60%03022026%

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$171,012.00	03-02-2026	03-02-2029		001		CCS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: CITY OF GAUTIER

Lender: The Peoples Bank, Biloxi, Mississippi
Main Office
152 Lameuse Street
Biloxi, MS 39530-4214

Disbursement Date: March 2, 2026
Interest Rate: 5.050

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-02-2027	62,943.94	8,756.05	54,187.89	116,824.11
2	03-02-2028	62,943.94	5,997.94	56,946.00	59,878.11
3	03-02-2029	62,943.95	3,065.84	59,878.11	0.00
TOTALS:		188,831.83	17,819.83	171,012.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 25.4.40.001 Copr. Finastra USA Corporation 1997, 2026. All Rights Reserved. - MS C:\LPRO\CFI\LPL\AMORT.FC TR-1144 PR-14

COMMUNITY BANK

CashFlow LEASE

19 February 2026

City of Gautier
3330 US-90
Gautier, MS 39553

C/O Rick Hilsabeck

We appreciate the information you have provided and are pleased to provide you with the following lease proposal. This proposal is subject to final credit approval and assumes use of our standard lease documentation. Unless previously extended in writing, this proposal will expire 30 days from today's date. **All pricing is net of applicable taxes.**

Lessee:	City of Gautier
Lessor:	BancLeasing, LLC™ and/or its Assigns (Community Bank)
Base Lease Commencement:	First of the month following acceptance of the vehicle
Payments Due:	Annually; In Arrears
Equipment Type:	**(4) 2026 Ford Explorer Police Vehicles**
Lease Financed Amount:	$172,012
Lease Type:	Municipal
Base Lease Term:	3 Years
Annual Payments:	$64,135
Annual Interest Rate:	**5.81%**
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.

Rick Hilsabeck

Rick Hilsabeck, Assistant Vice President
Community Bank
228.312.1525
rick.hilsabeck@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 054-2026

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

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

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

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

WHEREAS, if approved, this advertisement will publish in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

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

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Removal Services

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REQUEST:

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

BACKGROUND:

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

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

CITY OF GAUTIER

REQUEST FOR PROPOSAL
DISASTER DEBRIS REMOVAL SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Removal Services in support of the City's disaster recovery operations. Information is sought for Debris Removal Services of disaster related debris, of every kind and nature from public rights of way within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Removal Services through an open advertised RFP process. Respondent shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Removal Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.

2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.

5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Removal.

B. The City of Gautier Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 32-40).

C. RFP Contact Information for Questions:

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5 p.m. (CT) on **April 20, 2026.**

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

****Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.***

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) **on April 20, 2026**. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/ container and clearly marked on the exterior of the package: "**DISASTER DEBRIS REMOVAL SERVICES.**"

Mail or Ship Sealed RFP Packages OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Removal Services RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:

For Sealed RFP Packages, to be considered, submit one (1) color original paper submittal, six (6) copies of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/ container and clearly marked on the exterior of the package:

DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than once source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.

2. **Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris removal services in a timely manner. (*Items to be considered include a number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and*

all Federal, State, and Local laws and regulations regarding debris removal operations). MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Removal Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for debris removal.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in debris removal operations as it relates to disaster recovery programs.

   (2) Types of debris removal work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding the financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of the award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

The City of Gautier seeks disaster related Debris Removal Services. This includes debris removal of every kind and nature from public rights of way within the incorporated areas, from City property, beaches (if applicable), and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an emergency situation, as well as to restore the public areas to normal condition. The Contractor understands and agrees that disaster debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Disaster debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of the collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only

shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave the remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, the Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) **Removal of Vegetative Debris:**
   As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) **Site Management and Reduction of Vegetative Debris by Grinding:**
   The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by

the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) **Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:**
Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

4) **Site Management and Reduction of Vegetative Debris by Burning:**
The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) **Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:**
Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

6) **Remove, Haul, and Dispose of C&D Debris:**
As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to the final disposal site approved by

the state environmental agency. All items associated with structure demolition shall be included in this pay item:

i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket hasbeen issued.
iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) **Removal of Hazardous Hanging Limbs:**
The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) **Removal of Hazardous Leaning Trees:**
The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) **Removal of Hazardous Stumps:**
As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) **Regulated Asbestos Containing Material (RACM):**
In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner-approved final disposal site in

accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from a RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose, if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling, or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall remove, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW.

The Contractor will segregate these items from other debris, then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage ways, streams, and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals, and oceans which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel Removal of abandoned vehicles and vessels shall include:

i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in the categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether on private property or public property or obstructed by debris. This is a nonexclusive contract and does not guarantee a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

ii. The Contractor assumes responsibility for damage incurred during the towing, removal, and relocation of the vehicles and vessels, and for any and all claims of damage that result from the removal of the vehicles and vessels.

iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation, and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative or Monitor at the site full-time to

verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.

vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.

vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.

viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.

xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.

xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.

xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.

xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.

xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

xvi. The Contractor represents that he is familiar with local conditions.

xvii. Major sections of vehicles (not individual parts) severed by the storm, maybe hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.

xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's, and Shipping Containers from public property, private property (if approved) and rights-of-way.

xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.

xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if

approved), and rights-of-way.

xxii. Abandoned Vessels - 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will

be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.

c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

d. Contractor acknowledges and understands that any disposal, removal, transportation, or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information;

1. Truck and/or trailer license number.
2. Year, make and color of each truck and trailer.
3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

C. Billing

The winning respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the disaster debris removal operations and must be approved by the Owner prior to deployment. The respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment are the responsibility of the

Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the City, Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the Respondent elects to sub-contract with any firm, for any portion of the work, the Respondent shall be responsible for all work performed by any sub-contract and the Respondent shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If

the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any Respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Respondent shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Respondent shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Respondent has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Respondent shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the Respondent from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Respondent, or by anyone directly employed by or contracting with the Respondent.

The Respondent shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

The Respondent shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the Respondent from claims for

damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by a Respondent.

The Respondent shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, Commercial General Liability, and Business Auto Liability with minimum limits of liability of $1,000,000.

The Respondent shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The Respondent shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the Respondent.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Removal Services contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew for a period of two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding,

agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Respondent shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens

or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs

and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Respondent understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Respondent agrees during the term of the agreement that Respondent will strictly adhere to this policy in its employment practices and provision of services. Respondent shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

   The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require RESPONDENT to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to RESPONDENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, RESPONDENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

a) Cancel the stop work order; or

b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:
If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, RESPONDENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or RESPONDENT price, or both, and the contract shall be modified in writing accordingly, if:

a) The stop-work order results in an increase in the time required for, or in RESPONDENT'S properly allocable to, the performance of any part of this contract; and

b) RESPONDENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:
RESPONDENT represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in RESPONDENT'S proposal.

N. Acknowledgement of Amendments:
Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City, by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:

The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangements to secure this contract.

P. E-Invoices and Payment. The City requires the Contractor to submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, RESPONDENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RESPONDENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, RESPONDENT agrees to provide a copy of each such verification. RESPONDENT further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject RESPONDENT to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to RESPONDENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, RESPONDENT would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFPs are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. The City may require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, six (6) copies of the RFP Package, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS REMOVAL SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8-1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections, and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number, and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide disaster debris removal services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris removal services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach
In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History
In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing
In this section, respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Form Appendix B, Attachment A (see pg. 44).

Section 7: References
Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: **THE CITY OF GAUTIER** **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its

terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part if this contract: and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract or technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 6 copies of the bid form, 7 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier, Mississippi.
(2) A professional license or certificate in the field of [specialty area].
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the

bidder; and

(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of $100,000 shall be required of the successful bidder. Upon activation of the contract, a performance bond of $1,000,000 is required. n additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER **APPENDIX B**

REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for
DISASTER DEBRIS REMOVAL SERVICES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ **Capacity**		
	▪ Number and title of staff providing service		

SUBMIT

ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

CONTRACTOR'S PRICE PROPOSAL FORM *ATTACHMENT A*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

Date _____

Proposal of _____ (hereinafter called "Contractor"), authorized to do business under the laws of the State of Mississippi, proposes to the City of Gautier (hereinafter called "Owner"):

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

DISASTER RELATED DEBRIS REMOVAL SERVICES

Having examined the specifications with related documents and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part. Unbalanced pricing will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Task Order issued by the Owner, and to fully complete the work in the Contractual period of time allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.

Contractor acknowledges receipt of the following addenda:

_____

_____

_____

Contractor agrees to perform work under a Task Order issued by the Owner in accordance with the specifications and other information included in the contract documents for the following prices:

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	**Removal, Haul, and Dispose of Eligible Vegetative Debris**	Cubic Yard	_____	$_____
2.0	**Site Management and Reduction of Vegetative Debris by Grinding**	Cubic Yard	_____	$_____
3.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding**	Cubic Yard	_____	$_____
4.0	**Site Management and Reduction of Vegetative Debris by Burning**	Cubic Yard	_____	$_____
5.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Burning**	Cubic Yard	_____	$_____
6.0	**Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site**	Cubic Yard	_____	$_____
7.0	**Removal of Hazardous Hanging Limbs and placement on public property or ROW**	Per Tree	_____	$_____
8.1	**Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW**	Per Tree	_____	$_____
8.2	**Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW**	Per Tree	_____	$_____
8.3	**Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW**	Per Tree	_____	$_____
8.4	**Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW**	Per Tree	_____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
9.1	**Removal of Hazardous Stumps Over 24 and up to 36 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
9.2	**Removal of Hazardous Stumps Over 36 and up to 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
9.3	**Removal of Hazardous Stumps Over 48 Inches, including extraction, hauling, and final disposal. Also include fill dirt and grading at no additional cost. Size measured 2 ft. above ground level**	Per Stump	_____ _____	$_____
10.0	**Removal, Hauling and Disposal of Regulated Asbestos Containing Material (RACM)**	Cubic Yard	_____ _____	$_____
11.0	**Removal, Hauling and Recycling or Disposal of White Goods**	Per Each	_____ _____	$_____
12.0	**Removal, Hauling and Recycling or Disposal of Electronics Waste**	Cubic Yard	_____ _____	$_____
13.0	**Removal, Hauling and Recycling or Disposal of Concrete and Masonry**	Cubic Yard	_____ _____	$_____
14.0	**Removal, Hauling and Disposal of Household Hazardous Waste (HHW)**	Per Pound	_____ _____	$_____
15.0	**Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines**	Per Each	_____ _____	$_____
16.0	**Removal, Hauling and Recycling or Disposal of Abandoned Tires**	Per Each	_____ _____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
17.0	**Removal, Hauling and Recycling or Disposal of Debris from Drain-ways, Streams and Bayous**	Per Linear Foot	_____ _____	$_____
18.0	**Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans**	Cubic Yard	_____ _____	$_____
19.1	**Removal of Abandoned Vehicles (Cars, Trucks, Vans)**	Per Each	_____ _____	$_____
19.2	**Removal of Abandoned Campers, RV's, and Shipping Containers**	Per Each	_____ _____	$_____
19.3	**Removal of Abandoned Buses and Tractor Trailers**	Per Each	_____ _____	$_____
19.4	**Removal of Abandoned Utility and Boat Trailers**	Per Each	_____ _____	$_____
19.5	**Removal of Abandoned Vessels – 10 to 26 Feet**	Per Linear Foot	_____ _____	$_____
19.6	**Removal of Abandoned Vessels – 27 to 40 Feet**	Per Linear Foot	_____ _____	$_____
19.7	**Removal of Abandoned Vessels – Over 40 Feet**	Per Linear Foot	_____ _____	$_____

Signature _____ By _____

Title _____ Date _____

Respectfully Submitted:

Business	Name (please print)
Address	Signature
City, State, Zip Code	E-mail
Office Phone	Fax Number

DRUG-FREE WORKPLACE FORM *ATTACHMENT B*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM *ATTACHMENT C*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____(AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____(TITLE) of _____ (COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER DEBRIS REMOVAL SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 21__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM ***ATTACHMENT D***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM), being duly sworn I, _____ (AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____ 20__ .

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM *ATTACHMENT E*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of the City of Gautier ("City "). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis, or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgment when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBYING CERTIFICATION FORM *ATTACHMENT F*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number**, if applicable: _____	
8. Federal Action Number, if known:	**9. Award Amount**, if known: S	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): S _____ Actual S _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes_____ (Number _____)	No _____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM *ATTACHMENT G*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE *ATTACHMENT H*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, or corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ initial

Conflicts of Interest
The Respondent
[ ] is [ ] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
_____ initial

Representation Regarding Contingency Fees
The Responder
[ ] has [ ] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
_____ initial

Representation Regarding Gratuities
The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not
contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.
_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature_____ Date _____

Name (Printed) _____ Title _____

-DRAFT-

***** Selected Proposer(s) will be required to execute this agreement prior to ***** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.*

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BY AND BETWEEN THE CITY OF GAUTIER AND *(AGENCY/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY " and generally as "CITY," and *(COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. **Purpose:** Then City seeks disaster related Debris Removal Services. This includes disaster debris removal of every kind and nature from public rights of way within the incorporated areas, from City property and waterways. Private Property Right of Way (ROW) Access or Right of Entry (ROE) may or may not be part of the debris removal projects. However, if the City, State, or FEMA authorizes the ROW/ROE, it may become part of specific projects.

B. *(Company Name)* shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in *(Company Name)* proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the

shortest time possible. Debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs, and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

1) Removal of Vegetative Debris:

As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

2) Site Management and Reduction of Vegetative Debris by Grinding:
The Contractor shall manage one or more DMS site and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

3) Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:
Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

4) Site Management and Reduction of Vegetative Debris by Burning:
The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:
Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the Owner.
ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling, and transportation of non-regulated asbestos containing material (non-RACM) structures.
iii. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative or Monitor, the debris removal vehicle will proceed immediately to an Owner approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket hasbeen issued.
iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The Contractor shall be responsible for all tipping and disposal fees.

7) Removal of Hazardous Hanging Limbs:

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis.

Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

8) Removal of Hazardous Leaning Trees:

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

9) Removal of Hazardous Stumps:

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative and/or its Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City Representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Owner. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated

from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Owner -approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

i. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
ii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
iii. Any structurally unsound and unsafe structures will be identified and presented to the Owner for direction regarding decommissioning.
iv. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Owner's authorized representative/Monitor.
v. Once the debris removal vehicle has been issued a load ticket from the Owner's authorized representative/Monitor the debris removal vehicle will proceed immediately to an Owner t-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
vi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Owner or its authorized representative/Monitor. The Owner will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
vii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. Payment under this item will be per pound.

13) Concrete and Masonry:

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. Payment under this item will be per cubic yard.

14) Household Hazardous Waste:

Household Hazardous Waste (HHW) includes handling, removal, and collection of propane tanks, paint, pesticides, and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per pound of HHW.

15) Lawnmowers and Equipment with Small Engines:

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each lawnmower/equipment with a small engine.

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainage-ways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

18) Marine Debris:

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, and canals which is determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

19) Abandoned Vehicles and Vessels:

Payment under this item will be per each vehicle/vessel removal of abandoned vehicles and vessels shall include:

i. Remove, haul, decontaminate, and reconcile ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the Owner or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The Owner or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State, and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the owner and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item.

ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.

iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.

iv. At the close of each day, a representative of the Monitor for the Owner will be present to provide a verification of the vehicles and vessels removed during the day. The Owner may provide a representative/Monitor at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels

transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the Owner, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate County, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The Owner will provide the base data file for the Contractor to fill in the required data fields.

v. Once the vehicles and vessels have been cleared by the property owner and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.

vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State, and local laws.

vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.

viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation, and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous or discriminatory behavior to the public.

x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State, or local regulations.

xi. Contractor shall not charge any resident, business, or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.

xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the Owner.

xiii. The Contractor will provide removal of vehicles and vessels as directed by the Owner representative or Monitor, to address complaints and requests as they are identified.

xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance

company storage fees or other fees for picking up vehicles or vessels.

xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the Gautier Police Department within 24 hours of tow. The notification will be via email to the Gautier Police Department with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State, and local laws regulating the transportation, decontamination, and storage and disposal requirements for motor vehicles and vessels.

xvi. The Contractor represents that he is familiar with local conditions.

xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.

xviii. Abandoned Cars, Trucks, and Vans: Identify, lift, transport, unload, decontaminate, store, and reconcile ownership or dispose of Cars, Trucks, and Vans from public property, private property (if approved) and rights-of-way.

xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of-way.

xx. Abandoned Busses and Tractor Trailers: Identify, lift, transport, unload, store, and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved), and rights-of-way.

xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport, and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved), and rights-of-way.

xxii. Abandoned Vessels- 10 to 26 Feet: Identity, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.

xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.

xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.

b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.

c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
   1. Truck and/or trailer license number;
   2. Year make and color of each truck and trailer;
   3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.

d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

iii. Property Damage:

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the Owner and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the

Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City conditioned upon satisfactory performance during the prior contract term as determined by the City. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of two and half (2.5) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract, the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page ___. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page ___ of said addendum is the rate table for this contract, which is incorporated herein by reference.

B. *(Company Name)* shall invoice the City monthly. The final invoice shall be submitted only after the final product has been accepted by the City.

C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.

2. The City will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City. Further, any office equipment purchased with prior written approval will be processed through the City Inventory Control Department and will remain the property of the City after the completion of services under this contract.

E. *(Company Name)* shall have the right to internally manage its own staff, time, and expenses. The City shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*.

2. Technical Specialist- *(number)*, and;

3. Administrative Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance**. *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of *(Company Name)* to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with the City of Gautier**. This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. *(Company Name)* shall comply with applicable Federal, State, and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. *(Company Name)* agrees to conform to existing policies, rules, and regulations of the City. *(Company Name)* agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits, and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.

E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.

G. **Equal Employment Opportunity.** *(Company Name)* understands that the City is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during

the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services

H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

   a. Cancel the stop work order or;

   b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

   a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and

   b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City using the processes and procedures

identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification, or other document granted to *(Company Name)* by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and

expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the City of Gautier. If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.

D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** The City may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,

2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

    a. To protect all confidential information provided by one party to the other;

b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City pursuant to the agreement, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor, councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees, and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be

deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, and the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other

party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.

AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to

reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right. The City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. **Termination for Convenience Clause.**

1. Termination. The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.

2. Contractor's Obligations. *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the

extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies**. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

Carlos Moulds City of Gautier	Date
(Contractor Representative Name, Title) *(Agency/Company Name)*	Date

-EXAMPLE-

TASK ORDER NO._____
Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.
By and Between
The City of Gautier ("Owner")
and
***(Company Name)* ("Contractor")**

City of Gautier Authorized Contact Name:
_____

City of Gautier Authorized Contact Number:
_____

City of Gautier Contact E-Mail Address:
_____

(Company/Contractor) **Contact Name:**
_____

(Company/Contractor) **Contact Number:**
_____

(Company/Contractor) **E-Mail Address:**
_____

1. **Scope of Work:**
2. **Location/Client Facility Involved:** *(example - City wide)*
3. **Period of Performance:**
4. **Authorized Funding Source:**
5. **Special Provisions:**

Owner: City of Gautier:
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

(Company/Contractor Name):
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

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

ORDER NUMBER 055-2026

WHEREAS, the City of Gautier is seeking Requests for Proposals for experienced and qualified firms to provide Disaster Response Services and Supplies; and

WHEREAS, the Request for Proposals is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's response and recovery options; and

WHEREAS, this proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request to eliminate immediate threats to public health and safety; and

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

WHEREAS, if approved, this advertisement will publish in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

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

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Response Services and Supply Firms

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REQUEST:

The Grants and Projects Department requests authorization to advertise a Request for Proposal (RFP) for experienced and qualified firms to provide Disaster Response Services and Supplies.

BACKGROUND:

The objective of this RFP is to identify and contract through an open advertised RFP process for experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations.

This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising a Request for Proposal for experienced and qualified firms to provide Disaster Response Services and Supplies.

The City Council may:

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

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

City of Gautier

REQUEST FOR PROPOSAL

DISASTER RESPONSE SERVICES AND SUPPLIES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

The objective of this RFP is to identify and contract through an open advertised RFP process for a pre-event contract for Disaster Response Services and Supplies. The contract does not bind the City to activate any or all of the terms of the contract and such activation is at the sole discretion of the City of Gautier. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its emergency response services, supplies, equipment, and logistics capabilities in the event of a disaster.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version).
3. Disaster Recovery Reform Act 2018.
4. Sandy Recovery Improvements Act 2013.
5. U.S. Environmental Protection Agency and Mississippi Department of Environmental Quality Laws, Regulations, and Guidance.

6. Federal Office of Management and Budget (OMB) Super Circular Guidelines (2 CFR 200.317 through 326) for all Federal and non-Federal Agencies participating in Federal Grants.

7. Historical Preservation Laws – The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Disaster Response Services and Supplies.

B. City of Gautier (Required Clauses):

The City of Gautier will utilize its "Required Clauses in Solicitations of Bids, Proposals, or Statements of Qualifications for Disaster Response Services and Supplies." These Required Clauses shall serve as a guideline in keeping compliance with Federal, State, and Local procurement requirements. A copy of the required clauses is attached as Appendix A (see pg. 25 - 32)

C. RFP Contact Information for Questions:

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5:00 p.m. (CT) on April 20, 2026.

D. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

****Interested firms may not contact any staff member of the City of Gautier, except above-referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.***

E. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms, or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

F. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on April 20, 2026. Any packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Packages must be submitted in a SEALED envelope/container and clearly marked on the exterior of the package: "DISASTER RESPONSE SERVICES AND SUPPLIES."

Mail or Ship RFP Packages to - OR - Hand Deliver RFP Packages to:
City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Response Services and Supplies RFP
3330 Highway 90
Gautier, MS 39553

G. RFP Response Packaging Instructions:
To be considered, submit one (1) color original paper submittal, six (6) copies which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package:

DISASTER RESPONSE SERVICES AND SUPPLIES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

H. Evaluation of Responses:
All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and the price is considered reasonable compensation of services.

2. **Capacity for Performance 25%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 20%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each firm and/or BID/CONTRACTOR will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects. Each firm and/or BID/CONTRACTOR will be evaluated on its ability to provide comprehensive Disaster Response Services and Supplies in a timely manner. *(Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Response Services and Supply operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is*

encouraged).

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Disaster Response Services and Supplies as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2018; and FEMA Public Assistance Program & Policy Guide.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in Disaster Response Services and Supplies operations as it relates to disaster recovery programs.

   (2) Types of Disaster Response Services and Supplies work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, or other qualifications and abilities of a respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

I. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

J. Contract Performance:

At any point in time during the term of the Contract with the awarded BID/CONTRACTOR, City staff may review records of performance to ensure that the BID/CONTRACTOR is continuing to provide sufficient labor support, equipment, and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the

BID/CONTRACTOR no longer possesses the labor support, equipment, and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

K. Bid Bond: To be considered, all responses to this solicitation must be accompanied by a bid bond, certified check, or cashier's check in the amount of $50,000, payable to the Owner. The security will be returned to the unsuccessful proposer(s) as soon as practicable after the award. Security will be returned to the successful proposer after full execution of contract document. Should the successful proposer fail to timely execute the contract, the entire proposal security shall be forfeited.

L. Performance and Payment Bonds: Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (I) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

II. General Requirements

A. Background:

City of Gautier, Mississippi is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. Scope of Work: Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety, and well-being during the response to an emergency/disaster situation in the shortest time period possible. Respondents understand and agree that the provision of services and supplies as requested is in the most expeditious manner possible, is of the utmost importance, and it will provide services requested within twenty-four (24) hours of a request by the City to do so.

The scope of services, as described in the fee schedule (see Attachment A – page 24 of the RFP) shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded the Disaster Response Services and Supplies Contract.

The City, at its sole discretion, may seek some, all, or none of the services on the fee schedule (Attachment A – pages 27 - 30 of the RFP) and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued.

1. **Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
   a. Recovery process documentation-create recovery process documentation plan.
   b. Maintain documentation of recovery process.
   c. Provide written and oral status as requested by the City.
   d. Review documentation for accuracy and quantity.
   e. Assist in preparation of claim documentation.

   These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

2. **Equipment:**
   a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT, and safety regulations, and are subject to the approval of the City.

   b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of supplies. The listing shall include the following information:
      i. Drivers Name and a copy of the Driver's License.
      ii. Truck and/or trailer license number.
      iii. Year, make, and color of each truck and/or trailer.
      iv. Size of each trailer.

   c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. **Services and Emergency Protective Measures.**
   The City may elect to request any of the following services or any sub-part thereof.

These services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by the City of Gautier, including police cruisers and fire / rescue vehicles with the fire districts. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, four (4) distribution points as selected by the City.

b. Janitorial, Laundry and Catering Services for City
workers. Company shall be able to provide:
   i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
   ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 140 City employees (for Company's planning purposes only; no amount is guaranteed);
   iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
   iv. Portable shower services; and
   v. Laundry and janitorial services as directed.

c. Temporary shelter space at sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:

   i. City office space;
   ii. Volunteer Organizations;
   iii. City of Gautier Residents; and
   iv. Other groups as directed by the City.

d. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting, and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

e. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

f. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat), and First Aid Stations.

g. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.
None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City (Appendix D). Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task

should be accomplished, the authorized pay item on the Fee Schedule Form Attachment "A" and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

C. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. The City will issue a Notice of Alert, for pre-staging purposes, prior to issuance of a Notice to Proceed. There shall be no costs incurred by the City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by the City until Task Order designating services and pay item desired and a Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science, and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once a Notice of Alert is issued. In the event of communication failure, due to disaster, a contractor representative must report to the City of Gautier City Hall as soon as the disaster conditions allow for further instruction by the City. The Gautier Police Department is a secondary place to report in the event that City Hall is evacuated. The City reserves the right in severe emergency to issue task orders, notices to proceed, and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Respondent must have enough labor, equipment, supplies, and manpower to respond within twenty-four (24) hours. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

D. Vendor Billing

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract. **The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as providing insurance.**

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations

during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the BID/CONTRACTOR elects to sub-contract with any firm, for any portion of the work, the BID/CONTRACTOR shall be responsible for all work performed by any sub-contract and the BID/CONTRACTOR shall not be relieved of any obligations under this contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any BID/CONTRACTOR, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted

and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The BID/CONTRACTOR shall not commence work under this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the BID/CONTRACTOR.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew in two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations may follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the BIDDER/CONTRACTOR agrees to the following: "BIDDER/CONTRACTOR certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. BID/CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been a delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price minus 10% for retainage. The City will withhold 10% retainage from amounts due to the Contractor to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of

a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event, the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the

time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL." Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

BID/CONTRACTOR understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and BID/CONTRACTOR agrees during the term of the agreement that BID/CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. BID/CONTRACTOR shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

   The City, may, by written order to BID/CONTRACTOR at any time, and without notice to any surety, require BID/CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to BID/CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, BID/CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

   a) Cancel the stop work order; or

   b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

   If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, BID/CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or BID/CONTRACTOR price, or both, and the contract shall be modified in writing accordingly, if:

   a) The stop-work order results in an increase in the time required for, or in

BID/CONTRACTOR's properly allocable to, the performance of any part of this contract; and

b) BID/CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:
BID/CONTRACTOR represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in BID/CONTRACTOR's proposal.

Note: The following clause shall be completed and conspicuously placed within the response
PROSPECTIVE BID/CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective BID/CONTRACTOR represents as a part of such BID/CONTRACTOR's proposal that such BID/CONTRACTOR has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

N. Acknowledgement of Amendments:
Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:
The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

P. **E-Invoices and Payment.** The City requires the Contractor to submit invoices throughout the

term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

Q. E-Verification:

If applicable, BID/CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. BID/CONTRACTOR agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, BID/CONTRACTOR agrees to provide a copy of each such verification. BID/CONTRACTOR further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject BID/CONTRACTOR to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to BID/CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, BID/CONTRACTOR would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25- 61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

X. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Y. Domestic preferences for procurements.

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Z. Prohibition on certain telecommunications and video surveillance services or equipment.

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AA. Department of Homeland Security (DHS) Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

BB. <u>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</u>

1. 2 CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

DD. Performance and Payment Bonds:

Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing

labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of a contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience

4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) color original paper submittal and six (6) copies which shall include all required documents and any supplemental information. The RFP documents will be on 8 1/2" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required nine (9) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the respondent's understanding of the services required and qualifications to provide Disaster Response Services and Supplies;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing Disaster Response Services and Supplies including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate

an understanding of the scope of work and other technical or legal issues related to the project. Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

Respondent shall fill out and submit the proposed pricing rates on the Contractor's Price Proposal Fee Schedule Form provided herein as Attachment A (see pg. 24). Any and all positions that may perform any work required under the scope of services shall be provided by each respondent in this Contractor's Price Proposal Fee Schedule Form. The proposed pricing rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates.

Respondents shall be scored based on a pro-rata distribution of points according to the price proposal rates for each respondent. The respondent with the lowest proposed price total shall receive the maximum points possible, and all other respondents shall receive a score based on the price provided herein the Contractors Price Proposal Fee Schedule Form Attachment A (see pg. 24).

Section 7: References

Provide five (5) references from projects completed in the past five (5) years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits.
- Drug Free Work Place Form (Complete and Submit).
- RFP Affidavit (Complete and submit).
- RFP Affidavit of Solvency (Complete and Submit).
- Conflict of Interest Disclosure Form (Complete and Submit).
- Anti-Lobbying Certification Form (Complete and Submit).

- Suspension and Debarment Certification Form (Complete and Submit).
- Acknowledged Addenda (If Applicable).

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: **CITY OF GAUTIER** **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER RESPONSE SERVICES AND SUPPLIES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

(a) cancel the stop work order; or
(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required

by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions or the technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90,Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and nine (9) copies of the bid form, ten (10) copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within one hundred twenty (120) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by

way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier, Mississippi.
(2) A professional license or certificate, if applicable.
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been

supplied and affixed by the U.S. Postal Service on the date of mailing.

Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City regarding the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.
(2) Performance surety: An initial performance bond upon award in the amount of $1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the

discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

CITY OF GAUTIER, MISSISSIPPI **APPENDIX B**
REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for

DISASTER RESPONSE SERVICES AND SUPPLIES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Fee Schedule Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHEMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHEMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist /Signature Page Form (Complete and Submit ATTACHMENT H)		
	▪ Acknowledged Addenda (If Applicable)		
9	**Capacity for Performance**		
	▪ Number and title of Staff providing service		

SUBMIT
ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

FEE SCHEDULE FORM **ATTACHMENT A**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. "Cost plus percentage" prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided in this manner.

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)
1.0	Sleep trailers – specify number of beds per trailer. Beds per trailer: _____	Per Week	_____ _____	$_____
2.0	Sleep tents – specify number of beds per tent. Beds per tent: _____	Per Week	_____ _____	$_____
3.0	Bed units (Cots, Pillows, Sheets, Blankets). Specify number of bed units:	Per Week	_____ _____	$_____
4.0	Catering/Food Preparation			
4.1	Hot meal, drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	$_____
4.2	Box lunch (Not MRE), drinks included w/meal. (Based on 500 personnel.)	Per Meal	_____ _____	$_____
5.0	Ice - Specify size _____ LB bag.	Per Bag	_____ _____	$_____
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: _____	Per Week	_____ _____	$_____
7.0	Shower trailers (w/all water supply, etc. includes servicing waste water tank). Specify number of shower stations per trailer: _____	Per Week	_____ _____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)

8.0	Portable restroom trailer. (Includes servicing waste water tank.) Specify number of stations per trailer. _____	Per Week	_____ _____	$_____
9.0	Portable restroom (port-a-john, single unit, to include servicing).	Per Week	_____ _____	$_____
10.0	Hand wash units w/ water supply, etc. Specify type and number of stations: ____	Per Week	_____ _____	$_____
11.0	Bottled water, per case - Specify bottle size in oz: _____	Per Case	_____ _____	$_____
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: _____	Per Week	_____ _____	$_____
13.0	First aid station w/ First Aid Team - supplies to accommodate 500 personnel (well stocked for immediate care in emergencies. Includes trauma dressing tourniquet, eye-wash kit)	Per Week	_____ _____	$_____
14.0	Trash receptacles – Specify type and size in cu yd. (Dumpster, Trash bin with lid, etc.). Type: _____ Size: _____Cu yd.	Per Week	_____ _____	$_____
15.0	Garbage Disposal Service per dump. Type: _____ Size: _____ Cu yd.	Per Week	_____ _____	$_____
16.0	Internet kit and WiFi Hot Spot distribution (capaCity to operate 300 WIFI devices at a minimum)	Per Week	_____ _____	$_____
17.0	Forklifts – minimum 6000lb all-terrain	Per Week	_____ _____	$_____

Item No.	Item Description	Unit	Unit Price (Written)	Unit Price (Numeric)

18.0	Air conditioning and heating 10 ton Portable unit for temporary facility	Per Week	_____ _____	$_____
19.0	Generators/Power Distribution – with power cord			
19.1	5kW	Per Week	_____ _____	$_____
19.2	100kW	Per Week	_____ _____	$_____
19.3	350kW	Per Week	_____ _____	$_____
19.4	500kW (Service Complex Building/AC)	Per Week	_____ _____	$_____
20.0	Temporary office modular trailer. Furnished with minimum of 4 desks and 4 desk chairs – Specify modular size by length x width in ft. Modular building size: _____	Per Week	_____ _____	$_____
21.0	Laundry service per person. (Based on 500 personnel.)	Per Person/ Week	_____ _____	$_____
22.0	Towable/Portable Communications Trailer - Provides Internet connectivity via **Satellite** while establishing secure local area wifi hotspot. Provides satellite phone telecommunications via VOIP. Type: Size:	Per Week	_____ _____	$_____
23.0	Emergency fuel and distribution			
23.1	Gas - Bulk price delivered	Cost + Fixed Fee	_____ _____	$_____
23.2	Diesel - Bulk price delivered	Cost + Fixed Fee	_____ _____	$_____
24.0	Fueling stations - Operation and monitored at designated sites	Each per Week	_____ _____	$_____

Respectfully Submitted:

Signature _____ By _____

Title _____ Date _____

DRUG-FREE WORKPLACE FORM **ATTACHMENT B**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM **ATTACHMENT C**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____(AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____(TITLE) of _____(COMPANY/FIRM), the respondent submitting the attached proposal for the services covered by the RFP documents for DISASTER RESPONSE SERVICES AND SUPPLIES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

PERTAINING TO THE SOLVENCY OF _____ (COMPANY/FIRM),

being duly sworn I, _____ (AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20____.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM **ATTACHMENT E**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a BID/CONTRACTOR's/contractor's professional judgment in completing work for the benefit City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

BID/CONTRACTORs/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. BID/CONTRACTORs / Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the BID/CONTRACTOR's/contractor's professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging s an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBBYING CERTIFICATION FORM **ATTACHMENT F**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number**, if applicable:	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes_____ (Number _____)	No _____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, City, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, City, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, City, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM ATTACHMENT G

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Gautier, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Gautier, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE **ATTACHMENT H**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ CONFIRMED

Conflicts of Interest
The Contractor
[ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Representation Regarding Contingency Fees
The Responder
[ ] has [ ] has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

Representation Regarding Gratuities
The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

_____ _____
Signature Date

_____ _____
Name (Printed) Title

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.***

NON-EXCLUSIVE CONTRACT FOR DISASTER RESPONSE SERVICES AND SUPPLIES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND *(CONTRACTOR/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER, hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and *(CONTRACTOR/COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. Purpose: (Company Name) will assist City of Gautier, Mississippi by providing Disaster Response Services and Supplies in the event of a natural disaster or emergency. This contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster or emergency and as directed by the City, the Disaster Response Services and Supplies Contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

B. *(Company Name)* will assist the City staff in meeting statutory and regulatory mandates; with technical issues related to implementing Scopes of Work to ensure full compliance with all Federal, State, and local laws in order to limit any subsequent audits and reviews.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the scope of services as described below and as described in the fee schedule (see Addendum A – Request for Proposal (RFP) pg. 24). This scope of work shall be considered a minimum standard to meet in providing Disaster Response Services and Supplies Service. The City, at its sole discretion, may seek some, all or none of the services on the fee schedule and may, during an emergency, require additional services not

addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued. **The Specific tasks include, but are not limited to, the following**

1. **Documentation and Recovery Process:** Company will provide the following in addition to provision of services and supplies:
   a. Recovery process documentation-create recovery process documentation plan.
   b. Maintain documentation of recovery process.
   c. Provide written and oral status as requested by the City.
   d. Review documentation for accuracy and quantity.
   e. Assist in preparation of claim documentation.

   These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

2. **Equipment:**
   a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the City.

   b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of supplies. The listing shall include the following information:
      i. Drivers Name and a copy of the Driver's License.
      ii. Truck and/or trailer license number.
      iii. Year, make, and color of each truck and/or trailer.
      iv. Size of each trailer.

   c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. **Services and Emergency Protective Measures.**
   The City may elect to request any of the following services or any sub-part thereof. These Services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

   a. Fuel Supply
      Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by City of Gautier, including police cruisers and fire/rescue vehicles with the fire districts. Company will provide

sufficient personnel and equipment to maintain and secure, at a minimum, five (5) distribution points as selected by the City.

b. Janitorial, Laundry and Catering Services for City workers.
Company shall be able to provide:
   i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
   ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 700 City employees (for Company's planning purposes only; no amount is guaranteed);
   iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
   iv. Portable shower services; and
   v. Laundry and janitorial services as directed.

c. Temporary Shelter Space At sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
   i. City office space;
   ii. Volunteer Organizations;
   iii. City of Gautier Residents; and
   iv. Other groups as directed by the City.

h. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.

i. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.

j. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat) and First Aid Stations.

k. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. **Task Order Required.**
None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City. Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the pay item on Exhibit "B" authorized and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

F. **Deployment**
Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-

staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. City will issue Notice of Alert, for pre-staging purposes, prior to issuance of Notice to Proceed. There shall be no costs incurred by City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by City until Task Order designating services and pay item desired and Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters etc. is not an exact science and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once Notice of Alert is issued. In the event of communication failure, due to disaster, a Contractor representative must report to the City of Gautier Emergency Operations Center as soon as the disaster conditions allow for further instruction by the City. The City reserves the right in severe emergency to issue task orders, notices to proceed and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Contractor must have enough labor, equipment, supplies and manpower to respond within twenty-four (24) hours. Contractor agrees to work diligently to provide services and supplies by the earliest possible date.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that if language or terms in these documents conflict, the following order will determine which document's language or terms control. Contract, Including Addendum A – Request for Proposal (RFP) and Scope of Services, Contractors Proposal, duly authorized Change order, General Conditions, Notices, Bonds, and Contractor's Qualifications.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than Close of Business *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of tow and half (2.5) years under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above will decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether the activate the contract as it deems services are required.

V. **Consideration and Payment.**

A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personal and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

B. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend operations due to inclement weather. The performance

period may be extended for weather delays. The Contractor shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

C. *(Company Name)* shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

D. As consideration for performance of the contract by *(Company Name)*, City of Gautier shall pay the amount for services not to exceed *(Contract Dollar Amount) (Contract Dollar Amount Spelled Out)*. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page 20 of said addendum is the rate table for this contract, which is incorporated herein by reference.

E. *(Company Name)* shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

F. *(Company Name)* shall invoice City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by City of Gautier.

G. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

H. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.

2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the propertythe of City of Gautier after the completion of services under this contract.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Gautier and shall be authorized as permitted under Federal, state and local law to perform such services.

VII. **Insurance**. The BID/CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and

classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (Company Name) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with City of Gautier, Mississippi.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and the Contractor for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable Federal, State and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. The Contractor agrees to conform to existing policies, rules, and regulations of the City. The Contractor agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits and Fees.** The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of BID/CONTRACTOR.

D. **Representation Regarding Contingent Fees.** The Contractor represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

E. **Representation Regarding Gratuities.** The bidder, offeror, Contractor, or contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A of Addendum A and incorporated herein by reference.

G. **Equal Employment Opportunity.** The Contractor understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services

H. **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

a. Cancel the stop work order or;

b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a. The stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

b. The Contractor asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system," means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Contractor understands and agrees that any breach of these warranties may subject Contractor to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the Gautier City Council. If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs,

and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

D. **Authority to Contract.** Contractor represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the Contractor is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City of Gautier reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactorythe to City of Gautier in a timely manner and at no additional the cost to City of Gautier. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included in Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as

required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Gautier and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify City of Gautier in writing of this belief. If City of Gautier believes that the particular work is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and,

2. All data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

    a. To protect all confidential information provided by one party to the other;

    b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

    c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

    d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

4. Requests to review proprietary information will be handled in accordance with the State of Mississippi Public Records Policy found at 31 Miss. Admin. Code, Pt. 201, R. 3.1-3.7.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreemethe nt, City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend

such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, the and City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to the Contractor any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City of Gautier shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or the Contractor on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
City of Gautier
3330 Highway 90
Gautier, MS, 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and the Contractor.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by the Contractor.

AA. **Ownership of Documents and Work Papers. The** City of Gautier shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this agreement, the Request for Proposal for 'Disaster Response Services and Supplies' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City of Gautier, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and City of Gautier. The rights of the City of Gautier are in addition and without prejudice to any other right City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of the Contractor.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** Contractor will be responsible for the proper custody and care of any City-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

HH. **Termination for Convenience Clause.**

3. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

4. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default**. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the

Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies**. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Gautier upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** The contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, the Contractor shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

OO. **Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PP. **Domestic preferences for procurements.**

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

QQ. **Prohibition on certain telecommunications and video surveillance services or equipment.**

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

2. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

RR. **Department of Homeland Security (DHS) Seal, Logo and Flags.**
The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

SS. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

1. 2CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TT. **Performance and Payment Bonds:** Upon activation of the contract and prior to beginning work, the Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

This written document, along with all addendums as well as other documents listed in paragraph **IX General Terms and Conditions, item BB Priority**, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

_____ _____

Name, City Manager
City of Gautier

Date

_____ _____

(Contractor Representative Name, Title)
(Agency/Company Name)

Date

CITY OF GAUTIER **APPENDIX D**
REQUEST FOR PROPOSALS for
DISASTER RESPONSE SERVICES AND SUPPLIES

-EXAMPLE-

TASK ORDER NO._____
Issued Pursuant to Disaster Response Services and Supplies Contract Effective *(date), (year)*.
By and Between
City of Gautier ("Owner") and
***(Company Name)* ("Contractor")**

City of Gautier Authorized Contact Name:
_____

(Company/Contractor) **Contact Name:**
_____

City of Gautier Authorized Contact Number:
_____

(Company/Contractor) **Contact Number:**
_____

City of Gautier Contact E-Mail Address:
_____

(Company/Contractor) **E-Mail Address:**
_____

1. **Scope of Work:**
2. **Location/Client Facility Involved:** *(example - Citywide)*
3. **Period of Performance:**
4. **Authorized Funding Source:**
5. **Special Provisions:**

Owner: City of Gautier:
By: _____
Print Name: _____
Title: _____

Date: _____
Address: _____

(Company/Contractor Name):
By: _____
Print Name: _____
Title: _____

Date: _____
Address: _____

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

ORDER NUMBER 056-2026

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

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

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

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

WHEREAS, if approved, this advertisement will be published in the Sun Herald on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5pm on April 20, 2026; and

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

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 3, 2026

Subject: Authorization to Advertise a Request for Proposal for Disaster Debris Monitoring Services

---

REQUEST:

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

BACKGROUND:

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

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on March 22, 2026, and March 29, 2026. RFP's must be submitted before 5 p.m. on April 20, 2026.

RECOMMENDATION:

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

The City Council may:

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

ATTACHMENT(S):

1. Advertisement for RFP
2. RFP

CITY OF GAUTIER

REQUEST FOR PROPOSAL

DISASTER DEBRIS MONITORING SERVICES

I. INTRODUCTION

A. Purpose:

The City of Gautier is accepting sealed Request for Proposal (RFP) packages. The purpose of this RFP is to solicit responses from qualified firms to provide Disaster Debris Monitoring Services in support of the City's disaster recovery operations. Information is sought for Debris Monitoring Services of disaster related debris, of every kind and nature from public right of ways within the incorporated areas, City property, waterways, (and/or private property if approved by the City, State, and or FEMA), as further described below and in the attachments. Private Right of Way Access or Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.

The objective of this RFP is to identify and contract for Disaster Debris Monitoring Services through an open advertised RFP process. Respondents shall appoint a single Point of Contact (SPOC) for this Project that shall be responsible for managing staff, working with the City, the Mississippi Emergency Management Agency (MEMA), Mississippi Department of Transportation (MDOT), the Mississippi Department of Environmental Quality (MDEQ), the Mississippi Department of Health (MSDH), the Mississippi Board of Animal Health (MBAH), and FEMA as requested. The RFP response should be clear on how the Respondent will assist the City through its Disaster Debris Monitoring Services.

This is a non-exclusive pre-disaster contract that shall be activated at the sole discretion of the City of Gautier.

Respondent should be aware of and acknowledge understanding of the following most recent publication(s):

1. Federal Office of Management and Budget (OMB) new Super Circular Guidelines (2 CFR 200.318 through 326) for all Federal Agencies participating in Federal Grants including FEMA.

2. FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-2 (current version); FEMA Debris Management Guide, FEMA-325 (current version); FEMA Disaster Recovery Act 2018.

3. NOAA Mississippi Marine Debris Emergency Response Guide (MSMERG).

4. Mississippi Department of Environmental Quality (MDEQ) Emergency Debris Management Guidance.

5. Historical Preservation Laws - The City of Gautier has several Historical Listings by the Mississippi Department of Archives and History. Respondent is advised to review the listings in the City should the locations be affected for Debris Monitoring.

B. The City of Gautier's Required and Available Clauses:

The City of Gautier will utilize its Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services. These Required and Available Clauses shall serve as a guideline in keeping compliance with Federal, State and Local procurement requirements. A copy of the Required and Available Clauses in Solicitation of Bids, Proposals, or Statements of Qualifications for Disaster Services is attached as Appendix A (see pg. 25 -33) **RFP Contact Information for Questions:**

Any and all ***questions or requests*** for information relating to this Request for Proposal shall be ***submitted in writing or via email*** by or before 5 p.m. (CT) on **April 20, 2026.**

C. Contact Information: Leoqueita Reddix, Purchasing Agent
3330 Highway 90
Gautier, MS 39553
Email: lreddix@gautier-ms.gov
Phone: (228) 497-8000

Interested firms may not contact any official or staff member of the City of Gautier, except the above referenced individual with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

D. Addenda:

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a City-issued Addendum. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City to any requirements, terms or conditions not stated herein. The City shall make every possible, good faith effort to issue any and all addenda no later than three (3) days prior to the due date for proposals.

E. Due Date & Location:

Packages submitted in response to this Request for Proposal must be delivered to and received by the City of Gautier by or before 5 p.m. (CT) on **April 20, 2026**. Any

packages received after this deadline will be deemed unresponsive and shall be returned to the addressee unopened.

RFP Respondents have the option of submitting RFP Packages in a **SEALED** envelope/container and clearly marked on the exterior of the package: "DISASTER DEBRIS MONITORING SERVICES". For a copy of the RFP, documents can be viewed or downloaded from www.gautier-ms.gov.

Mail or Ship Sealed RFP Packages to: OR Hand Deliver Sealed RFP Packages to:

City of Gautier
Attn: Leoqueita Reddix, Purchasing Agent
RE: Disaster Debris Monitoring Services RFP
3330 Highway 90
Gautier, MS 39553

F. RFP Response Packaging Instructions:

For sealed RFP Packages, to be considered, submit one (1) color original paper submittal, six (6) copies, which shall include all required documents and any supplemental information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the Respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

G. Evaluation of Responses:

All properly submitted RFP Packages will be evaluated by an Evaluation Committee the City of Gautier has selected. Evaluation Committee Team Members (ECTMs) will receive a set of all RFP packages submitted and a copy of the RFP document with all issued Addenda. Each RFP package will be evaluated based on the following rating criteria and their relative importance.

1. **Pricing 30%** - Contracts derived through procurement by competitive proposals with more than one source submitting an offer, must be awarded to the responsible firm whose proposal is most advantageous to the program, and price is considered reasonable compensation of services.

2. **Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

   Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. (*Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).*

4. **Experience 20%** - Information regarding the experience of the firm. Each Firm will be evaluated on its extensive detail and knowledge of Debris Monitoring Services as it relates to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations; 44 CFR and 2 CFR part 200, OMB Uniform Administrative Guidance; Sandy Recovery Improvements Act (SRIA) of 2013; Disaster Relief Act of 2019; FEMA Public Assistance Program & Policy Guide, and Public Assistance Alternate Procedures Pilot Program guidance for Debris Monitoring.

   The information submitted should, as a minimum, include:

   (1) Types of program(s) with emphasis on experience in debris monitoring operations as it relates to disaster recovery programs.

   (2) Types of debris monitoring work performed (past performance on similar types of work will be reviewed and judged on quality of work, adherence to schedule, availability, and compliance to local codes and regulations).

5. **References 5%** - Five references on projects within the last five years with similar scope will be evaluated.

The City desires to avoid the expense to all parties of unnecessary presentations. However, the City may elect to conduct oral interviews or presentations from one or more of the Respondents in order to make a final determination of the top rankings. If the City elects to conduct oral interviews or presentations, selected firms will be notified.

City Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the City prior to recommending approval of award.

The City of Gautier reserves the right to reject any or all proposals, waive irregularities or minor formalities, or award to/negotiate with the firm whose proposal best serves the interest of the City.

H. Contract Award:

A decision shall be made to enter into negotiations with the selected firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a contract for the services described herein. There is no guarantee a contract will be awarded. The City reserves the right to award to one or multiple proposers at its discretion. A contract is not conditioned upon receipt of FEMA funding.

I. Contract Performance:

At any point in time during the term of the Contract with the awarded Respondent, City Staff may review records of performance to ensure that the Respondent is continuing to provide sufficient labor support, equipment and organization as prescribed herein. The City may place said contract on probationary status and implement termination procedures if the City determines that the Respondent no longer possesses the labor support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

II. General Requirements

A. Background:

Gautier, Mississippi, seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public right of ways within the unincorporated areas, from City property (and/or private property if approved by the State), and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City seeks to identify qualified Respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any contract would be for payment of Disaster Debris Monitoring Services that is consistent with the FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 (current version). A Scope of Work (SOW) is provided for Respondents to review in detail. The SOW is detailed as to the terms of this Request for Proposal, and the Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW, it should be clearly stated within the response.

B. Scope of Work: - Specific tasks include, but are not limited to, the following: Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each

line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets. The Respondent will be responsible for providing any elevated structures and/or equipment needed in order to successfully document debris loads if the pre-disaster debris removal contract is not activated. If the pre-disaster debris removal contract is activated, it shall be the responsibility of debris removal contractor to provide any elevated structures and/or equipment needed to successfully document debris loads.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration. Respondents may provide e-ticketing service however it is not mandatory for this request.

1) **Project Manager:**
   Respondent will provide a Project Manager to oversee debris monitoring activities.
   - **a.** Oversight and Supervision of Monitor field activities.
   - **b.** Scheduling of Monitoring resources and deployment timing.
   - **c.** Communication and coordination with City Personnel.
   - **d.** Make suggestions to improve the efficiency of collection and removal of debris.

e. Coordinate daily activities and future planning.
f. Remain in contact with Project Manager.
g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) **Field Debris Monitors and Roving/Operations Manager:**
Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are typically expected to oversee the following items:

a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
b. Monitor collection activity of trucks.
c. Issue manifest load tickets at loading site for each load.
d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
i. Properly monitor and record performance and productivity of debris removal crew.

j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
l. Ensure only eligible debris is collected for loading and hauling.
m. Ensure only debris from approved public areas is loaded for removal.
n. Perform other duties from time to time as directed by the debris management project manager.
o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

a. Provide disposal site monitors and inspectors Personnel.
b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
d. Remain in contact with debris management/dispatch center or supervisor.
e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

a. Excel Spreadsheets as to amounts of debris collected daily.
b. Maintenance and data transfer of e-ticketing system if applicable.
c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Respondent will provide Personnel to assist with data collection daily.

a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
b. Verify Billing.
c. Audit billing vs. invoices.
d. Prepare cover documentation for services and create a filing system either electronic and or paper.

e. Respond to the general public regarding questions related to Debris Removal operations.

C. Billing

The winning Respondent will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the City. All direct project costs will be concisely billed to specific project codes established by the City.

D. Deployment

Respondent must be prepared to deploy within 24 hours from the notice to proceed. Respondent staffing levels shall be efficient and coincide with the scale of the Debris Monitoring operations and must be approved by the Owner prior to deployment. The Respondent shall obtain approval from the City for any increase in the staffing levels.

The Respondent shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the providing insurance.

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personal and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the City, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the respondent elects to sub-contract with any firm, for any portion of the work, the respondent shall be responsible for all work performed by any sub-contract and the respondent shall not be relieved of any obligations under this Contract.

Each respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.
If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the respondent, at no cost to the City.

The City reserves the right to disqualify any respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Contractor shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of

the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor, or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and non-owner automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Monitoring Services contract. The initial contract term shall be for a period of two and half (2.5) years, with an option to renew for a period of two and half (2.5) years.

It is expressly understood that the City's selection of any proposal does not constitute an award of a contract agreement with the City. Once the City has selected a proposal, contract negotiations will follow between the City and the selected respondent; it is further expressly understood that no contractual relationship exists with the City until a contract has been executed by both the City and the selected respondent.

It is further expressly understood that the occurrence of a disaster event does not guarantee activation of the executed contract or work. In the event of a disaster, the City will determine whether to activate the executed contract as it deems services are required. The Draft Contract is attached hereto as Appendix C and incorporated herein. The Draft Contract is provided for informational purposes only. Any exceptions to the agreement should be included in the proposal response.

D. Collusion:

By affixing his/her signature to this submittal, the Respondent agrees to the following: "Respondent certifies that his/her submittal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

E. Applicable Law:

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

F. Termination for Convenience Clause:

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

2. **Contractor's Obligations.** The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities

and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the City. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

G. Termination for Default Clause.

1. **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate the Contractors' right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable

causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled (in fixed-price contracts, ''Termination for Convenience," in cost-reimbursement contracts, "Termination''). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

H. Indemnification:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its mayor, councilmen, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

I. Public Records:

Proposers should be aware that this Request for Proposals and all responses thereto are public records. If submitting documents which the proposer contends are exempt from disclosure under the Mississippi Public Records Act, the proposer shall provide a written statement at the time of submittal which shall describe the documents filed and which shall fully explain why the documents are designated as exempt from disclosure and must specifically cite any statute or other legal authority in support of such designation. Any such document shall be clearly designated as such on its face by the proposer and accompanying cover letter at the time of submittal and shall be placed in an envelope other than white. Each page of each document shall be marked "CONFIDENTIAL". Failure to

identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release.

J. Availability of Funds:

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFP's is conditioned upon the appropriation of funds by the City.

K. Compliance with Laws:

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

L. Stop Work Orders:

1. Order to Stop Work:

   The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

   a) Cancel the stop work order; or

   b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

2. Cancellation or Expiration of the Order:

   If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

a) The stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. Termination of Stopped Work:
If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. Adjustments of Price:
Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

M. Representation regarding Contingent Fees:
Respondent represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Respondent's proposal.

N. Acknowledgement of Amendments:
Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of proposals.

O. Certification of Independent Price Determination:
The proposer certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other proposer or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the prices proposed.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal:
PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

P. E-Invoices and Payment. The City requires the Contractor submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. Contractor understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

Q. E-Verification:

If applicable, Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Respondent agrees to provide a copy of each such verification. Respondent further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Respondent to the following:

1. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

3. Both. In the event of such cancellations/termination, Respondent would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

R. Transparency:

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public

records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

S. Trade Secrets, Commercial and Financial Information:
It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

T. Byrd Anti-Lobbying Amendment
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]- Contractors who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (Complete and Submit Anti-Lobbying Certification Form, APPENDIX B, Attachment F)

U. Suspension and Debarment
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (Complete and Submit Suspension and Debarment Certification Form, APPENDIX B, Attachment G)

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

V. Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) the Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

W. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs,

and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted RFP's are subject to all applicable public records laws. This includes the Mississippi Public Records Act of 1983. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City. The RFP and the successful proposal will be incorporated into the contract.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date. Contract will require a maximum dollar cap according to the magnitude of the disaster. The City may establish an estimated amount for this event.

B. RFP Package Submittal Format:

The RFP Package format must sufficiently address and demonstrate all required components and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section

1. RFP Checklist and Required Forms
2. Cover Letter
3. Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Auditing History
6. Proposed Pricing
7. References
8. Administrative Information
9. Capacity

C. RFP Package Components:

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows:

For Sealed RFP Packages: submit one (1) color original paper submittal, nine (9) copies, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFP Package which shall include all required documents and any supplemental

information. RFP Packages must be in a SEALED envelope/container and clearly marked on the exterior of the package: DISASTER DEBRIS MONITORING SERVICES.

Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.

The RFP documents will be on 8 ½" X 11" pages, numbered, 1-inch margins, typewritten with Times New Roman style and 12 size font, maximum 25 pages.

The 25-page limit does not include the required eight (8) forms that are included in the RFP attachments (Request for Proposal Checklist, Attachment A, B, C, D, E, F, G, and H).

Additionally, all headings, sections and sub-sections shall be identified appropriately. Front and back shall constitute two (2) pages. All documentation shall be in the exact order and format as shown below.

In order to insure a uniform review process and to obtain the maximum degree of comparability, proposals should be organized in the manner specified as follows:

Section 1: RFP Checklist and Required Forms (Complete and Submit)
Complete and provide page APPENDIX B.

Section 2: Cover Letter
Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.
The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and e-mail address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide Debris Monitoring services;
- A brief company background statement to include, but not limited to, years in business, corporate structure, professional affiliations, and capability of meeting deadlines;
- Such other information as the Respondent deems appropriate.

Section 3: Qualifications and Experience
In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in providing disaster debris monitoring services including in accordance with FEMA and other federal programs. Respondent shall clearly demonstrate an understanding of the scope of work and other technical or legal issues

related to the project. *MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged.* Provide history of any litigation within the past five (5) years arising out of the firm's performance as it relates to the scope of services being solicited.

Provide copies of the following, if applicable:

- Proper and valid licensing to conduct business in the State of Mississippi;
- Current Applicable Department of Professional Regulation License(s);
- Current Applicable Certification(s);
- A list of Sub-Contractors with credentials and related experience.

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy in representing the City in responding to non-declared and/or declared disasters, and shall also provide the firm's technical approach to perform the scope of services requested to include procedures, methodologies, resources, systems, etc.

Section 5: Auditing History

In this section, Respondent shall demonstrate the firm's prior experience in defending and maintaining federal program reimbursements.

Section 6: Proposed Pricing

In this section, Respondent shall fill out and submit the proposed hourly rates on the Hourly Rate Form provided herein as Appendix B, Attachment A. Any and all positions that may perform any work required under the scope of services shall be provided by each Respondent in this Hourly Rate Form. The hourly rate is a composite of the proposed base rates, fringe, overhead & profit, and proposed billing rates. Please provide the name and specific office location for the staff member holding each position. For evaluation purposes, the City will calculate an average base rate for each Respondent, using all the proposed base rates submitted on the hourly rate sheet.

Respondents shall be scored based on a pro-rata distribution of points according to the average base rate for each Respondent. The Respondent with the lowest average proposed base rate shall receive the maximum points possible, and all other Respondents shall receive a score based on the rates provided herein the Hourly Rate Form Appendix B, Attachment A (see pg. 20).

Section 7: References

Provide five references on projects within the last five years with similar scope and scale.

Section 8: Administrative Information

Please include the following:

- Proof of Insurance and its limits

- Drug Free Work Place Form (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Conflict of Interest Disclosure Form (Complete and Submit)
- Anti-Lobbying Certification Form (Complete and Submit)
- Suspension and Debarment Certification Form (Complete and Submit)
- Required Checklist/Signature Page (Complete and Submit)
- Acknowledged Addenda (If Applicable)

Section 9: Capacity

Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

TO: THE CITY OF GAUTIER **APPENDIX A**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

GAUTIER, MISSISSIPPI

REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such

order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's
properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not *(use applicable word or words)* retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents

and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
(2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
(3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated§§ 25-61-1 et seq., and Mississippi Code Annotated§ 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

TO: THE CITY OF GAUTIER **APPENDIX A (cont.)**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

GAUTIER, MISSISSIPPI

CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS, PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER SERVICES

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or *lreddix@gautier-ms.gov* Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 9 copies of the bid form, 10 copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the Administrative Clerk. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality,

quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

(1) The bid is submitted in good faith
(2) The price bid is substantially lower than those of other bidders because of a mistake.
(3) The mistake is a clerical error, not an error of judgment.
(4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within ninety (90) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way of illustration and not limitation, the following:

(1) A business license valid in the City of Gautier.
(2) A professional license or certificate in the field of [specialty area].
(3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

PRE-BID CONFERENCE (OPTIONAL)

An optional pre-bid conference will be held at 11 a.m. on Thursday, April 20, 2023, at Gautier City Hall, 3330 Hwy. 90. All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Minutes of the conference will not be published.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

(1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
(2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
(3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
(4) the quality of performance of previous contracts or services.

SURETY REQUIRED

(1) Bid surety: A bid bond, cashier's check, or certified check in the amount of $50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.

(2) Performance surety: An initial performance bond upon award in the amount of $100,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

(4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City 's attorney.

(5) In no event shall the requirement for a bond be waived.

THE CITY OF GAUTIER **APPENDIX B**

REQUEST FOR PROPOSALS CHECKLIST AND FORMS
for
DISASTER DEBRIS MONITORING SERVICES

COMPANY NAME: _____

SECTION	CHECKLIST	CHECKBOX	CITY USE (ONLY)
1	**RFP Checklist**		
2	**RFP Cover Letter**		
3	**Qualifications and Experience:**		
	▪ Proper and valid licensing to conduct business in the State of Mississippi		
	▪ Current Applicable Department of Professional Regulation License(s)		
	▪ Current Applicable Certification(s)		
	▪ A list of Sub-Contractors with credentials and related experience		
4	**Proposed Strategy and Technical Approach**		
5	**Auditing History**		
6	**Proposed Pricing**		
	▪ Contractors Price Proposal Form (Complete and Submit ATTACHMENT A)		
7	**References**		
8	**Administrative Information**		
	▪ Proof of Insurance and its limits		
	▪ Drug Free Work Place Form (Complete and Submit ATTACHMENT B)		
	▪ RFP Affidavit (Complete and submit ATTACHMENT C)		
	▪ RFP Affidavit of Solvency (Complete and Submit ATTACHMENT D)		
	▪ Conflict of Interest Disclosure Form (Complete and Submit ATTACHMENT E)		
	▪ Anti-Lobbying Certification Form (Complete and Submit ATTACHMENT F)		
	▪ Suspension and Debarment Certification Form (Complete and Submit ATTACHMENT G)		
	▪ Required Checklist/Signature Page (Complete and Submit Attachment H)		
	▪ Acknowledged Addenda (If Applicable)		
9	▪ **Capacity**		
	▪ Number and title of staff providing service		

SUBMIT
ONE (1) COLOR ORIGINAL, AND SIX (6) COPIES

HOURLY RATE FORM **ATTACHMENT A**
TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions

PROGRAM MANAGMENT			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
***Example*:** **Program Manager**			
OPERATIONS			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **On-Site Monitor**			
ADMINISTRATIVE SUPPORT			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **Administrative Assistant**			
***Other Program Staff:** *If there are other Program Staff, the Proposer shall identify Other Program Staff hourly rate(s). The Proposer may add additional lines if necessary.*			

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

_____ _____

Print Authorized Name and Title: Authorized Signature and Date:

DRUG-FREE WORKPLACE FORM **ATTACHMENT B**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

The undersigned firm hereby certifies that _____ does:
Name of Company/Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in the City's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph one.

4. In the statement specified in paragraph one, not if the employees that, as a condition of working on the contractual services described in paragraph three, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of the State of Mississippi or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with state or federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs one through five.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

_____ _____
Print Authorized Name and Title: Authorized Signature and Date:

AFFIDAVIT FORM **ATTACHMENT C**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the undersigned authority _____ (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of __ (COMPANY/FIRM), the Respondent submitting the attached proposal for the services covered by the RFP documents for DEBRIS MONITORING SERVICES.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, or corporation under the same or different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

The undersigned has executed this Affidavit, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____ 20__.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

PERTAINING TO THE SOLVENCY OF _____(COMPANY/FIRM),

being duly sworn I, _____(AFFIANT NAME) – *(ex., CEO, Officer, President, Duly Authorized Representative, etc.,)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____day of _____20_.

_____
Affiant Signature

_____
Title

STATE OF _____

CITY OF _____

Subscribed and sworn to before me this _____day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: _____

[NOTARY SEAL]

My commission expires: _____

CONFLICT OF INTEREST FORM **ATTACHMENT E**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's/contractor's professional judgment in completing work for the benefit the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondents/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☐ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

ANTI-LOBBBYING CERTIFICATION FORM **ATTACHMENT F**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** _____ a. bid/offer/ application b. initial award c. post-award	**3. Report Type:** _____ a. initial filing b. material change **For Material Change Only:** Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Sub awardee Tier, if known: **Congressional District**, if known:	**5. If Reporting Entity in No. 4 is Sub awardee, Enter Name and Address of Prime:** **Congressional District**, if known:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number**, if applicable:	
8. Federal Action Number, if known:	**9. Award Amount**, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI)	**10. b. Individuals Performing Services** (including address if different from No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): $ _____ Actual $ _____ Planned	**13. Type of payment** (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify:	
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes_____ (Number _____)	No _____
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone:** _____ **Date:** _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____

Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub Awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

11. (b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all that apply. If other, specify nature.

15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data Sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

SUSPENSION AND DEBARMENT CERTIFICATION FORM **ATTACHMENT G**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). Submission of this certification is a prerequisite for making or entering into this transaction.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Print Legal Name of Authorized Respondent: _____

Print Title of Authorized Respondent: _____

Signature of Authorized Respondent: _____

Date: _____

REQUIRED CHECKLIST/SIGNATURE PAGE *ATTACHMENT H*

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

Employees not to Benefit
I (we) hereby certify that if any future contract is awarded to our firm, partnership, corporation, that no employee of the City or members of his/her family, including spouse, parents or children has received or been promised directly or indirectly, any financial benefit by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing any contract.
_____ initial

Conflicts of Interest
The Respondent
[ ] is [ ] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
_____ initial

Representation Regarding Contingency Fees
The Respondent
[ ] has [ ] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
_____ initial

Representation Regarding Gratuities
The Respondent represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
_____ initial

Collusion
I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive proposing is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.
_____ initial

Acceptance of Conditions
I certify that this response indicates whether this offer takes any exceptions to the general terms and conditions of the requesting document and to insurance, bonding, and any other requirement listed. If no exceptions are indicated in the offer, I certify that NO exceptions are taken to any of the terms and conditions of this requesting document.
_____ initial

Proprietary Information
This response
[ ] does [ ] does not
contain proprietary information. If there is proprietary information contained in this quote it is clearly marked as propriety and can be found at _____.
_____ initial

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the response and certify that I am authorized to sign for our company.

Signature_____ Date _____

Name (Printed) _____ Title _____

-DRAFT-

******* Selected Proposer(s) will be required to execute this agreement prior to **** commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement should be included in proposal response.***

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS MONITORING SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND *(AGENCY/COMPANY NAME)*

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

I. **Parties**. The parties to this contract are the CITY OF GAUTIER , hereinafter referred to as "CITY OF GAUTIER" and generally as "CITY," and *(COMPANY FULL NAME)*, hereinafter referred to as "*(COMPANY NAME)*" and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by *(Company Name)* unless otherwise noted.

A. **Purpose:** The City of Gautier Mississippi seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public rights of way within the unincorporated areas, from City property (and/or private property if approved by the State) and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

B. *(Company Name)* shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in *(Company Name)* proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.

C. *(Company Name)* shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

D. *(Company Name)* shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

(Company Name) will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

(Company Name) will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

(Company Name) will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

(Company Name) will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

(Company Name) will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

(Company Name) will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should *(Company Name)* be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should *(Company Name)* offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. *(Company Name)* will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

(Company Name) will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

(Company Name) will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, *(Company Name)* must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

(Company Name) will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). *(Company Name)* should also document any City infrastructure damage caused by the event.

(Company Name) must be able to activate within 24 hours of notification to proceed by the City.

(Company Name) must certify that the company or any of its principles are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

1) **Project Manager:**
   (Company Name) will provide a Project Manager to oversee debris monitoring activities.

   a. Oversight and Supervision of Monitor field activities.
   b. Scheduling of Monitoring resources and deployment timing.
   c. Communication and coordination with City Personnel.
   d. Make suggestions to improve the efficiency of collection and removal of debris.
   e. Coordinate daily activities and future planning.
   f. Remain in contact with Project Manager.
   g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
   h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).
   i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
   j. Communicate with Debris Removal Contractor(s)to assist with logistics and overall debris removal programs.

2) **Field Debris Monitors and Roving/Operations Manager:**
   (Company Name) will perform on-site, street-level work area inspections of debris cleanup and collection. *(Company Name)* will provide loading site (field) monitors

to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
b. Monitor collection activity of trucks.
c. Issue manifest load tickets at loading site for each load.
d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where), and report to your Roving Manager.
g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
i. Properly monitor and record the performance and productivity of the debris removal crew.
j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
k. Assist the contractor to ensure that loads are contained properly before leaving the loading area.
l. Ensure only eligible debris is collected for loading and hauling.
m. Ensure only debris from approved public areas is loaded for removal.
n. Perform other duties from time to time as directed by the debris management project manager.
o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

(Company Name) will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

a. Provide disposal site monitors and inspectors Personnel.
b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.

c. Initial each load ticket before permitting the truck to proceed from the check-in area to the tipping area.
d. Remain in contact with debris management/dispatch center or supervisor.
e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
g. Ensure trucks leaving the disposal area are empty.

4) **Data Managers:**
(Company Name) will provide Personnel to oversee electronic documentation including:

a. Excel Spreadsheets as to amounts of debris collected daily.
b. Maintenance and data transfer of e-ticketing system if applicable.
c. Data Retention and backup of Data Retention for a minimum of 5 years at the expense of *(Company Name)*.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) **Clerical:**
(Company Name) will provide Personnel to assist with data collection daily.

a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
b. Verify Billing.
c. Audit billing vs. invoices.
d. Prepare cover documentation for services and create a filing system either electronic or paper.
e. Respond to the general public regarding questions related to Debris Removal operations.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in-part or wholly with Public Assistance funds which the City of Gautier may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of The City of Gautier conditioned upon satisfactory performance during the prior contract term as determined by the City of Gautier. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of two and half (2.5) year under the same prices, terms, and conditions as in the original

contract. The total number of renewal years shall not exceed two and half (2.5). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above may decrease. The City of Gautier reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City of Gautier will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

A. As consideration for performance of the contract by *(Company Name)*, the City of Gautier shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page ___. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page ___ of said addendum is the rate table for this contract, which is incorporated herein by reference.

B. *(Company Name)* shall invoice the City of Gautier monthly. The final invoice shall be submitted only after the final product has been accepted by the City.

C. *(Company Name)* agrees to accept all payments in United States currency. The City of Gautier agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the City of Gautier within forty-five (45) days of receipt of invoice.

D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper, and ink toner cartridges shall be accomplished through overhead built into the contract price offered by the Contractor.

2. The City of Gautier will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from the City of Gautier. Further, any office equipment purchased with prior written approval will be processed through the City of Gautier Inventory Control Department and will remain the property of the City of Gautier after the completion of services under this contract.

E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. The City of Gautier shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*, and;

2. Operations Managers - *(number)*, and;

3. Field Monitors Support – *(number)*, and;

4. Fixed Site Monitors – *(number)*, and;

5. Data Managers – *(number)*, and;

6. Clerical Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder in this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City of Gautier and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance**. *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by the contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior to written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

(Company Name) shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence $1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect *(Company Name)* from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by *(Company Name)* or by anyone directly or indirectly employed by *(Company Name)*.

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering Workers' Compensation, commercial general liability, and business auto liability with minimum limits of liability of $1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated, or modified without thirty (30) days prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of *(Company Name)* to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

VIII. **Terms and Conditions Required for Contract for Services with the City of Gautier.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Applicable Law**. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. *(Company Name)* shall comply with applicable Federal, State and local laws and regulations.

B. **Ability to Contract.** *(Company Name)* warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. *(Company Name)* agrees to conform to existing policies, rules, and regulations of the City. *(Company Name)* agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

C. **Licenses, Permits and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.

D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.

E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Gautier Required and Available Clauses.

F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Gautier Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.

G. **Equal Employment Opportunity.** *(Company Name)* understands that the City of Gautier is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services.

H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, the Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, *(Company Name)* shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

a. Cancel the stop work order or;

b. Terminate the work covered by such order as provided in the 'Termination for Default Clause' or the 'Termination for Convenience Clause' of this contract.

2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

   a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and

   b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to the City of Gautier using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system", means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the

Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

2. The loss of any license, permit, certification or other document granted to *(Company Name)* by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;

3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Gautier and *(Company Name)* for professional services:

A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and

void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the City of Gautier . If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.

D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If the City of Gautier reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional cost to the City of Gautier. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.

F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City of Gautier. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Gautier, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Gautier and understands and agrees that the City of Gautier will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. **Change in Scope of Work.** The City of Gautier may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City of Gautier and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company*

Name), (Company Name) must immediately notify the City of Gautier in writing of this belief. If the City of Gautier believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

J. **Confidential Information.** "Confidential Information" shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,

2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:

   a. To protect all confidential information provided by one party to the other;

   b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,

   c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,

   d. To do so by using those methods and procedures normally used to protect the party's own confidential information.

3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.

K. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that the City of Gautier is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to the City of Gautier pursuant to the agreement, the City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or

completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.

M. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate the City of Gautier, its mayor and councilmen, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, the City of Gautier shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon

the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State, and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*
(Company/Agency Name).
(Street Address)
(City, State, Zip Code)
(Phone Number)
(email Address)

For the City: Carlos Moulds, City Manager
3330 Highway 90
Gautier, MS 39553
(228) 497-8000
cmoulds@gautier-ms.gov

Y. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

Z. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Gautier and agreed to by *(Company Name)*.

AA. **Ownership of Documents and Work Papers.** The City of Gautier shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from the City of Gautier and subject to any copyright protections.

BB. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:

1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;

3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,

4. By the price escalation clause.

CC. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Monitoring Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

DD. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Gautier, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Gautier and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

EE. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to the City of Gautier, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and the City of Gautier. The rights of the City of Gautier are in addition and without prejudice, to any other right, the City of Gautier may have to claim the amount of any loss or damage suffered by the City of Gautier on account of the acts or omissions of *(Company Name)*.

FF. **Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

GG. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear, and tear excepted.

HH. **Termination for Convenience Clause.**

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when the termination becomes effective.

2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

II. **Termination for Default Clause.**

1. **Default**. If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties**. Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.

3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.

6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

JJ. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by the City of Gautier upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

KK. **Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

LL. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by the City of Gautier to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, the City of Gautier shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

MM. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

NN. **Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments, embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

The City of Gautier	Date
(Contractor Representative Name, Title) *(Agency/Company Name)*	Date

THE CITY OF GAUTIER **APPENDIX D**
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES

-EXAMPLE-

TASK ORDER NO.____
Issued Pursuant to Disaster Debris Removal Services Contract Effective *(date), (year)*.
By and Between
The City of Gautier ("Owner")
and
***(Company Name)* ("Contractor")**

The City of Gautier Authorized Contact Name:
_____

(Company/Contractor) **Contact Name:**
_____

The City of Gautier Authorized Contact Number:
_____

(Company/Contractor) **Contact Number:**
_____

The City of Gautier Contact E-Mail Address:
_____

(Company/Contractor) **E-Mail Address:**
_____

1. **Scope of Work:**
2. **Location/Client Facility Involved:** *(example - Citywide)*
3. **Period of Performance:**
4. **Authorized Funding Source:**
5. **Special Provisions:**

Owner: The City of Gautier :
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

(Company/Contractor Name):
By: _____
Print Name: _____
Title: _____
Date: _____
Address: _____

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

ORDER NUMBER 057-2026

WHEREAS, the City of Gautier has requested bids for the Lark Park Improvements Project; and

WHEREAS, funding for the project is authorized through Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund, which provides up to $1.5 million to assist the City of Gautier with the construction of improvements to Lark Park; and

WHEREAS, on or before February 26, 2026, nine bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to the overall lowest and best bidder, Fulcrum Construction Group, LLC, for the base bid and Additive Alternate 1 (Playground Equipment), Additive Alternate 2 (Additional Basketball Court), and Additive Alternate 3 (Additional Tennis/Pickleball Court); and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Fulcrum Construction Group, LLC, in an amount not to exceed $1,319,714.22; 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 Fulcrum Construction Group, 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 Fulcrum Construction Group, LLC, for the base bid and Additive Alternate 1 (Playground Equipment), Additive Alternate 2 (Additional Basketball Court), and Additive Alternate 3 (Additional Tennis/Pickleball Court) for the Lark Park Improvements Project is hereby authorized and approved.

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES: **Casey Vaughan**
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin

NAY: **None**

ATTEST:

_____
MAYOR

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 5, 2026

Subject: Authorization to Acknowledge Bid and Award Contract for the Lark Park Improvements Project

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REQUEST:
The Grants and Projects Department requests that City Council acknowledge receipt of nine (9) bids for the Lark Park Improvements Project and award a contract to the overall lowest and best bid to Fulcrum Construction Group, LLC for the base bid, and additive alternates 1 playground equipment, additive alternate 2 additional basketball court, and additive alternate 3 additional tennis/pickleball court in an amount not to exceed $1,319,714.22.

BACKGROUND:
Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Local Improvements Projects Fund authorized expenditures from the Capital Expense Fund in an amount not to exceed $1.5 million to provide funding to assist the City of Gautier in paying costs associated with the construction of Lark Park.

The additional recreational facilities at the park would include activities for both adults and youth. The park will consist of an outdoor basketball court, tennis/pickleball courts, a splash pad, a playground, and restroom facility.

DISCUSSION:
Nine (9) bids for this project were received and opened on February 26, 2026. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the overall lowest and best bid to Fulcrum Construction Group, LLC for the base bid, additive alternate 1 playground equipment, additive alternate 2 additional basketball court, and additive alternate 3 additional tennis/pickleball court.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council acknowledge receipt of nine (9) bids for the Lark Park Improvement Project and award a contract to the overall lowest and best bid to Fulcrum Construction Group, LLC in an amount not to exceed $1,319,714.22.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation

SEYMOUR ENGINEERING

Civil Engineers & Professional Land Surveyors

March 5, 2026

Carlos Moulds
City Manager
City of Gautier
3330 US-90
Gautier, Mississippi 39553

RE: Recommendation of Award
Lark Park Improvement Project

Dear Mr. Moulds:

On February 26, 2026, bids were received for the above referenced project. A total of nine (9) bids were received from: Fulcrum Construction Group, LLC, Moran Hauling & Construction, Gulf Breeze Landscaping, Inc., Brotherhood Service, Inc., J Hunt Enterprises, Inc., JLB Contractors, LLC, The Green-Simmons Company, Inc., Graham Construction Group, LLC, and HHCG LLC. The project scope includes a base bid and three additive alternates for playground equipment, an additional basketball court, and an additional tennis/pickleball court. Fulcrum Construction Group, LLC has submitted the lowest bid in the amount of $1,319,714.22 for the base bid plus all three additive alternates. The Certified Bid Tabulation is attached.

In review of past project experience, Mississippi State Board of Contractor's Licensing, and Good Standing status with the Mississippi Secretary of State's Office, we are recommending the City of Gautier award the project to Fulcrum Construction Group, LLC in the amount of $1,319,714.22 for the base bid and Additive Alternates Nos. 1, 2, and 3 as the lowest and best bidder. As Fulcrum Construction Group, LLC is an out-of-state contractor based in Alabama, the reciprocal preference provisions of Mississippi Code §31-3-21(3) were reviewed and no preference adjustment was necessary that would affect the ranking of bidders.

Should you have any questions or need additional information, please let me know.

Sincerely,
SEYMOUR ENGINEERING

Joshua D. Brick

Joshua Brick, P.E.
Project Engineer

Cc: Fulcrum Construction Group, LLC
810 Manci Ave
Daphne, Alabama 36526

925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532
Phone: 228-385-2350 Fax: 228-385-2353 Email: se@seymoureng.com

SEYMOUR ENGINEERING
Engineering, Environmental and Professional Land Surveying

LARK PARK IMPROVEMENT PROJECT

Bid Date: February 25, 2026 - 11:00 AM Bid Location: Gautier City Hall

BID TABULATION SHEET

City of Gautier, Mississippi

ITEM NO.	DESCRIPTION	QTY	UNIT	Pulman Construction		Moran Reading		Gulf Breeze Landscaping		Diamondhead Service		J Hunt Enterprises		ALB Contractors		Grash-Simmons		Graham Construction		HHCG LLC	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization/Demobilization	1	LS	$49,160.00	$49,160.00	$27,500.00	$27,500.00	$100,000.00	$100,000.00	$190,000.00	$190,000.00	$90,000.00	$90,000.00	$125,000.00	$125,000.00	$42,733.95	$42,733.95	$75,994.11	$75,994.11	$47,500.00	$47,500.00
2	Contingency Allowance	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
3	Silt Fence	1,000	LF	$5.10	$5,100.00	$4.00	$4,000.00	$4.00	$4,000.00	$7.00	$7,000.00	$6.00	$6,000.00	$4.00	$4,000.00	$2.48	$2,480.00	$3.00	$3,000.00	$3.85	$3,850.00
4	6 Inch Wattles	500	LF	$9.00	$4,500.00	$5.00	$2,500.00	$3.00	$1,500.00	$10.00	$5,000.00	$9.00	$4,500.00	$7.00	$3,500.00	$21.51	$10,755.00	$9.00	$4,500.00	$3.33	$1666.67
5	General Site Work	1	LS	$771,450.00	$771,450.00	$25,000.00	$25,000.00	$34,000.00	$34,000.00	$325,000.00	$325,000.00	$31,200.00	$31,200.00	$30,000.00	$30,000.00	$63,599.21	$63,599.21	$90,000.00	$90,000.00	$385,000.00	$385,000.00
6	Remove Excavation, All, Fill, Class B9	2,000	CY	$15.00	$30,000.00	$19.00	$38,000.00	$25.00	$50,000.00	$20.00	$40,000.00	$20.00	$40,000.00	$20.00	$40,000.00	$35.65	$71,300.00	$32.00	$64,000.00	$16.46	$32,920.00
7	24" BCP Pipe	40	LF	$85.25	$3,370.00	$80.00	$3,200.00	$125.00	$4,800.00	$158.00	$6,320.00	$70.00	$2,800.00	$70.00	$2,800.00	$73.25	$2,929.95	$300.00	$12,000.00	$225.00	$9,000.00
8	24" Reinforced Concrete End Section	2	EA	$3,400.00	$6,800.00	$975.00	$1,950.00	$2,000.00	$4,000.00	$2,000.00	$4,000.00	$1,850.00	$3,700.00	$1,400.00	$2,800.00	$2,959.16	$5,918.32	$6,000.00	$12,000.00	$1,800.00	$3,600.00
9	Concrete Sidewalks	400	SY	$85.37	$34,000.00	$111.50	$44,600.00	$95.00	$38,000.00	$81.00	$32,400.00	$84.00	$33,600.00	$70.00	$28,000.00	$100.64	$40,256.00	$125.00	$50,000.00	$87.39	$34,956.00
10	Crushed Limestone Base, Size 610	500	CY	$140.00	$70,000.00	$128.00	$64,000.00	$140.00	$70,000.00	$150.00	$75,000.00	$120.00	$60,000.00	$110.00	$55,000.00	$259.58	$129,790.00	$180.00	$90,000.00	$199.90	$99,950.00
11	2" Asphalt (SP-1, Type II)	340	TON	$240.00	$81,600.00	$219.00	$74,460.00	$222.00	$75,480.00	$210.00	$71,400.00	$195.00	$66,300.00	$200.00	$68,000.00	$222.81	$75,757.40	$204.00	$69,360.00	$204.00	$69,360.00
12	1.5" Asphalt (SC-1, Type B)	200	TON	$240.00	$48,000.00	$219.00	$43,800.00	$222.00	$44,400.00	$215.00	$43,000.00	$207.00	$41,400.00	$220.00	$44,000.00	$235.75	$47,150.00	$211.46	$42,292.00	$200.00	$40,000.00
13	Concrete Curb Stops	19	EA	$1,900.00	$36,100.00	$183.33	$3,483.75	$125.00	$2,375.00	$250.00	$4,750.00	$100.00	$1,900.00	$115.00	$2,185.00	$788.34	$14,980.21	$526.31	$9,999.89	$150.00	$2,850.00
14	Black Perimeter Fencing (4' Height)	1,000	LF	$98.70	$98,700.00	$29.00	$29,000.00	$18.00	$18,000.00	$30.00	$30,000.00	$84.00	$84,000.00	$27.00	$27,000.00	$96.13	$96,130.00	$34.00	$34,000.00	$19.00	$19,000.00
15	Black Chainlink Fencing (10' Height)	400	LF	$81.00	$32,400.00	$80.00	$32,000.00	$92.00	$36,800.00	$70.00	$28,000.00	$170.00	$68,000.00	$80.00	$32,000.00	$71.04	$28,416.00	$102.00	$40,800.00	$68.00	$27,200.00
16	Traffic Stripe (White), Paint	756	LF	$4.00	$3,040.00	$1.00	$756.00	$2.00	$1,512.00	$1.00	$756.00	$4.00	$3,040.00	$3.00	$2,268.00	$1.43	$1,080.81	$4.10	$3,100.80	$1.00	$1,140.00
17	Traffic Stripe (Blue), Paint	65	LF	$4.00	$260.00	$1.00	$130.00	$2.00	$130.00	$7.00	$455.00	$4.00	$260.00	$2.00	$130.00	$0.74	$48.10	$2.70	$175.50	$2.00	$130.00
18	Legend, Paint (All Colors)	50	SF	$35.00	$1,750.00	$12.00	$600.00	$2.00	$100.00	$7.00	$350.00	$15.00	$750.00	$15.00	$750.00	$5.74	$287.00	$23.03	$1,151.50	$4.00	$200.00
19	Handicap Parking Sign, with Post	4	EA	$525.00	$2,100.00	$288.00	$1,152.00	$500.00	$2,000.00	$2,000.00	$8,000.00	$400.00	$1,600.00	$700.00	$2,800.00	$648.21	$2,592.84	$300.00	$1,200.00	$125.00	$500.00
20	Court Surfacing	14,500	SF	$2.29	$33,205.00	$2.25	$32,625.00	$2.17	$31,465.00	$4.00	$58,000.00	$2.17	$31,465.00	$12.00	$174,000.00	$2.71	$39,295.00	$5.50	$79,750.00	$2.15	$31,175.00
21	Basketball Goals	2	EA	$9,313.27	$11,932.54	$3,824.00	$11,648.00	$5,870.00	$11,740.00	$10,000.00	$20,000.00	$5,620.00	$11,240.00	$6,500.00	$13,000.00	$7,007.06	$14,014.12	$5,000.00	$12,000.00	$5,546.00	$11,092.00
22	Tennis Netting & Equipment	$8,688.67	$8,688.67	$8,651.00	$8,651.00	$8,645.00	$8,645.00	$13,000.00	$13,000.00	$8,540.00	$8,540.00	$5,000.00	$5,000.00	$12,646.85	$12,646.85	$14,000.00	$14,000.00	$8,459.00	$8,459.00	$8,459.00	$8,459.00
23	Electrical Allowance	1	ALLOW	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
24	Site and Court Furnishings (Allowance)	1	ALLOW	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
25	Seed, Fertilizer, Mulch	2	ACRE	$3,650.00	$7,300.00	$3,750.00	$7,500.00	$3,500.00	$7,000.00	$1,000.00	$2,000.00	$7,650.00	$7,300.00	$15,000.00	$30,000.00	$5,018.31	$10,036.62	$3,050.00	$6,100.00	$1,830.00	$3,660.00
26	Splash Pad	1	LS	$178,991.20	$178,991.20	$183,000.00	$183,000.00	$170,000.00	$170,000.00	$165,000.00	$165,000.00	$199,448.00	$199,448.00	$180,000.00	$180,000.00	$298,063.41	$298,063.41	$199,000.00	$199,000.00	$194,866.00	$194,866.00
27	Restroom Building	1	LS	$249,635.00	$249,635.00	$240,000.00	$240,000.00	$225,000.00	$225,000.00	$130,000.00	$130,000.00	$165,540.00	$165,540.00	$200,000.00	$200,000.00	$188,617.65	$188,617.65	$220,000.00	$220,000.00	$214,574.00	$214,574.00
28	2" Water Service Tap and Meter	1	EA	$3,025.00	$3,025.00	$5,534.00	$5,534.00	$3,500.00	$3,500.00	$4,500.00	$4,500.00	$3,500.00	$3,500.00	$2,000.00	$2,000.00	$4,501.41	$4,501.41	$3,700.00	$3,700.00	$7,940.00	$7,940.00
29	2" PVC Water Service Line	200	LF	$21.78	$4,356.00	$8.25	$1,650.00	$4.00	$800.00	$20.00	$4,000.00	$25.00	$5,000.00	$19.00	$3,800.00	$17.21	$3,442.00	$10.00	$2,000.00	$12.50	$2,500.00
30	2" Backflow Preventer and Pit	1	EA	$3,653.00	$3,653.00	$4,732.00	$4,732.00	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$7,000.00	$7,000.00	$8,000.00	$8,000.00	$5,736.21	$5,736.21	$9,000.00	$9,000.00	$7,800.00	$7,800.00
31	Sewer Grinder Pump System	1	LS	$14,590.00	$14,590.00	$12,500.00	$12,500.00	$15,950.00	$15,950.00	$15,000.00	$15,000.00	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$17,922.54	$17,922.54	$12,000.00	$12,000.00	$5,000.00	$5,000.00
32	1.5" HDPE Sewer Force Main	300	LF	$29.00	$8,700.00	$9.25	$2,775.00	$7.00	$2,100.00	$18.00	$5,400.00	$31.00	$9,300.00	$12.00	$3,600.00	$26.08	$7,824.00	$10.00	$3,000.00	$9.50	$2,850.00
33	2" HDPE Casing, Bored	50	LF	$181.60	$9,079.99	$431.50	$21,575.00	$50.00	$2,500.00	$85.00	$4,250.00	$200.00	$10,000.00	$300.00	$15,000.00	$114.18	$5,709.00	$80.00	$4,000.00	$50.70	$2,535.00
34	Tie New Sewer Service to Existing Manhole	1	LS	$1,100.00	$1,100.00	$2,628.00	$2,628.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00	$710.99	$710.99	$3,500.00	$3,500.00	$750.00	$750.00
	TOTAL BASE BID				$1,547,691.41		$1,252,634.50		$1,094,677.50		$1,279,791.00		$1,191,823.00		$1,241,947.00		$1,280,310.24		$1,269,800.00		$1,219,612.50

ADDITIVE ALTERNATE NO.1 (PLAYGROUND EQUIPMENT)																					
A1-1	Playground (For Plans & Specifications)	1	LS	$50,000.00	$50,000.00	$49,258.00	$49,258.00	$51,471.00	$51,471.00	$45,000.00	$45,000.00	$53,175.00	$53,175.00	$55,000.00	$55,000.00	$47,990.45	$47,990.45	$43,437.50	$43,437.50	$50,902.00	$50,902.00
A1-2	Swing Set (For Plans & Specifications)	1	LS	$12,825.00	$12,825.00	$12,430.00	$12,430.00	$12,518.00	$12,518.00	$12,000.00	$12,000.00	$15,424.00	$15,424.00	$8,000.00	$8,000.00	$12,092.48	$12,092.48	$12,000.00	$12,000.00	$5,421.00	$5,421.00
A1-3	8' Panda Playground Border	220	LF	$17.30	$3,806.00	$17.25	$3,795.00	$16.75	$3,685.00	$18.00	$3,960.00	$18.00	$3,960.00	$15.00	$3,300.00	$16.68	$3,647.92	$31.41	$6,910.20	$11.25	$2,497.50
A1-4	Engineered Wood Fiber Mulch Safety Surfacing	100	CY	$85.00	$8,500.00	$78.00	$7,800.00	$78.00	$7,800.00	$75.00	$7,500.00	$68.14	$6,814.00	$35.00	$3,500.00	$79.15	$7,915.00	$80.00	$8,000.00	$89.81	$8,981.00
A1-5	ADA Hall Ramp	1	EA	$625.00	$625.00	$630.00	$630.00	$600.00	$600.00	$400.00	$400.00	$740.00	$740.00	$1,000.00	$1,000.00	$576.77	$576.77	$1,500.00	$1,500.00	$569.00	$569.00
	TOTAL ALT. NO.1				$75,756.00		$75,913.00		$75,874.00		$69,860.00		$79,113.00		$70,790.00		$71,432.30		$71,910.70		$67,870.00

ADDITIVE ALTERNATE NO.2 (ADDITIONAL BASKETBALL COURT)																					
A2-1	Borrow Excavation, All, Fill, Class B9	400	CY	$14.12	$5,648.00	$19.25	$7,700.00	$25.00	$10,000.00	$20.00	$8,000.00	$25.00	$10,000.00	$20.00	$8,000.00	$35.71	$14,284.00	$27.00	$10,800.00	$23.13	$9,252.00
A2-2	Crushed Limestone Base, Size 610	135	CY	$140.00	$18,900.00	$126.00	$17,010.00	$140.00	$18,900.00	$140.00	$18,900.00	$106.00	$14,580.00	$110.00	$14,850.00	$242.58	$32,749.30	$143.40	$19,359.00	$106.00	$14,718.00
A2-3	2" Asphalt (SP-1, Type II)	80	TON	$240.00	$21,600.00	$249.50	$22,455.00	$222.00	$20,000.00	$250.00	$22,500.00	$222.00	$19,980.00	$220.00	$19,800.00	$259.00	$23,772.00	$257.25	$23,148.00	$183.00	$16,470.00
A2-4	1.5" Asphalt (SC-1, Type B)	70	TON	$240.00	$16,800.00	$290.00	$20,300.00	$222.00	$15,575.00	$250.00	$17,500.00	$322.00	$22,456.00	$250.00	$17,500.00	$294.00	$20,580.00	$251.37	$14,709.99	$199.00	$13,930.00
A2-5	Black Chainlink Fencing (10' Height)	70	LF	$81.00	$5,670.00	$80.00	$5,600.00	$92.00	$6,440.00	$70.00	$4,900.00	$170.00	$11,900.00	$80.00	$5,600.00	$56.28	$4,518.45	$102.00	$8,161.99	$59.00	$4,956.00
A2-6	Court Surfacing	7,200	SF	$2.11	$15,192.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.54	$18,288.00	$5.50	$39,600.00	$2.13	$15,480.00
A2-7	Tennis Netting & Equipment	1	LS	$8,688.67	$8,688.67	$8,650.00	$8,650.00	$14,175.00	$14,175.00	$12,000.00	$12,000.00	$8,541.00	$8,541.00	$5,000.00	$5,000.00	$12,646.85	$12,646.85	$14,000.00	$14,000.00	$8,459.00	$8,459.00
A2-8	Site and Court Furnishings (Allowance)	1	ALLOW	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL ALT. NO.2				$116,991.14		$100,330.00		$102,971.00		$124,900.00		$109,535.00		$103,950.00		$130,199.60		$132,778.78		$112,265.00

ADDITIVE ALTERNATE NO.3 (ADDITIONAL TENNIS COURT W/ PICKLEBALL)																					
A3-1	Borrow Excavation, All, Fill, Class B9	400	CY	$14.12	$5,648.00	$19.25	$7,700.00	$25.00	$10,000.00	$20.00	$8,000.00	$25.00	$10,000.00	$20.00	$8,000.00	$24.52	$9,810.00	$27.00	$10,800.00	$22.13	$8,852.00
A3-2	Crushed Limestone Base, Size 610	135	CY	$140.00	$18,900.00	$126.00	$17,010.00	$140.00	$18,900.00	$140.00	$18,900.00	$106.00	$14,580.00	$110.00	$14,850.00	$241.08	$32,545.80	$168.00	$22,412.75	$109.00	$14,715.00
A3-3	2" Asphalt (SP-1, Type II)	90	TON	$240.00	$21,600.00	$249.50	$22,455.00	$222.00	$20,000.00	$250.00	$22,500.00	$231.20	$20,808.00	$220.00	$19,800.00	$259.00	$23,772.00	$257.25	$23,148.00	$184.00	$16,560.00
A3-4	1.5" Asphalt (SC-1, Type B)	70	TON	$240.00	$16,800.00	$290.00	$20,300.00	$222.00	$15,575.00	$250.00	$17,500.00	$322.00	$22,254.00	$222.00	$15,400.00	$292.20	$20,454.40	$251.37	$14,709.99	$197.00	$13,790.00
A3-5	Black Chainlink Fencing (10' Height)	190	LF	$81.00	$15,390.00	$80.00	$15,200.00	$92.00	$17,480.00	$70.00	$13,300.00	$170.00	$32,300.00	$80.00	$15,200.00	$56.28	$10,693.20	$102.00	$19,391.98	$35.00	$6,650.00
A3-6	Court Surfacing	7,200	SF	$2.11	$15,192.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.00	$14,400.00	$2.54	$18,288.00	$5.50	$39,600.00	$2.13	$15,480.00
A3-7	Tennis Netting & Equipment	1	LS	$8,688.67	$8,688.67	$8,650.00	$8,650.00	$14,175.00	$14,175.00	$12,000.00	$12,000.00	$8,541.00	$8,541.00	$5,000.00	$5,000.00	$12,646.85	$12,646.85	$14,000.00	$14,000.00	$8,459.00	$8,459.00
A3-8	Site and Court Furnishings (Allowance)	1	ALLOW	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL ALT. NO.3				$109,054.67		$104,424.00		$108,777.00		$140,400.00		$119,536.00		$102,250.00		$141,576.45		$142,331.72		$90,576.00

GRAND TOTAL (BASE BID + ALL ALTERNATES)	$1,313,714.22	$1,328,060.00	$1,342,769.50	$1,616,611.50	$1,456,534.15	$1,439,967.50	$1,512,899.91	$1,514,535.85	$1,521,126.50

PREPARED BY

Joshua G. Brick

JOSHUA BRICK, P.E.
SEYMOUR ENGINEERING

JOSHUA G. BRICK
LICENSED PROFESSIONAL ENGINEER
30032
3-2-2026
STATE OF MISSISSIPPI

Text shown in red indicates a mathematical error was found in the bid, and the amount listed shows the corrected amount

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

ORDER NUMBER 058-2026

WHEREAS, the Grants and Projects Department requests approval to submit an application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for Panasonic FZ-55 Toughbooks (laptops) and a Rapid Response Medical and Incident Support Platform (Utility Terrain Vehicle) for the Gautier Fire Department; and

WHEREAS, in FY2026, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant 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 submission of a grant application to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department for Panasonic FZ-55 Toughbooks (laptops) and a Rapid Response Medical and Incident Support Platform (Utility Terrain Vehicle) for the Gautier Fire Department 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 Fuller,** seconded by **Councilman Minor,** and the following vote was recorded:

AYES:	**Casey Vaughan**
	Eric Minor
	Cameron George
	Richard Jackson
	Kay Jamison
	Lorenzo Fuller
	Dante Elbin
NAY:	**None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 17, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants & Projects Director

Date: March 11, 2026

Subject: Mississippi Office of Homeland Security FY26 Grant Application – Gautier Police and Fire Department

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REQUEST:
The Grants & Projects Department requests City Council approval to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and the Gautier Fire Department.

BACKGROUND:
In Fiscal Year (FY) 2026, the Homeland Security Grant Program is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States.

DISCUSSION:
The Grants and Projects Department requests City Council authorization to submit applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and the Gautier Fire Department.

RECOMMENDATION:
The Grants & Projects Director recommends that City Council authorize the submission of the applications to the Mississippi Office of Homeland Security on behalf of the Gautier Police Department and Gautier Fire Department.

The City Council may:

1. Authorize submission of the application; or
2. Not authorize submission of the application.

ATTACHMENT(S):
N/A

Councilman Jackson made the motion to adjourn until April 7, 2026, at 6:30pm. Councilman Fuller seconded the motion. The vote was carried unanimously.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

Tuesday
March 17, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A SPECIAL CALLED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 27, 2026 at 3:00pm in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Eric Minor, Richard Jackson, Kay Jamison, Lorenzo Fuller, and Dante Elbin. Also present were Carlos Moulds, City Manager; Emily Dickerson, Deputy City Clerk; Josh Danos, City Attorney, and other concerned citizens. Present by teleconference was Councilman Cameron George. Absent was Teresa Montgomery, City Clerk.

March 27, 2026
CALL FOR SPECIAL MEETING

WHEREAS, there exist certain matters which the below signed Mayor and Council Members of the City of Gautier desire to handle prior to the next regular meeting; and

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the City Council, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on March 27, 2026 at 3:00 PM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972. The agenda of said Special Meeting shall be as follows:

AGENDA
CITY OF GAUTIER
March 27, 2026 at 3:00 PM

I. Call to Order

II. Agenda Order Approval

III. Business Agenda

1. Executive Session: Discussion regarding the sale and/or lease of a parcel of Town Commons property

Adjourn until April 7, 2026 at 6:30 PM
www.gautier-ms.gov

/s/ Casey Vaughan
MAYOR VAUGHAN

/s/ Eric Minor
COUNCILMAN MINOR

/s/ Kay Jamison
COUNCILMAN JAMISON

/s/ Lorenzo Fuller, Sr.
COUNCILMAN FULLER

/s/ Dante Elbin
COUNCILMAN ELBIN

/s/ Richard Jackson
COUNCILMAN JACKSON

/s/ Cameron George
COUNCILMAN GEORGE

Mayor Vaughan called the meeting to order at 3:00pm.

Councilman Jackson made the motion to approve the agenda order, as presented. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to enter closed session to determine if executive session is necessary. Councilman Fuller seconded the motion. The vote was carried unanimously.

Councilwoman Jamison made the motion to enter executive session to discuss the sale and/or lease of a parcel of Town Commons Property. Councilman Fuller seconded the motion. The vote was carried unanimously.

City Attorney announced to the public that the City Council entered executive session.

Councilman George left the meeting by teleconference at 3:53pm.

Councilman Fuller made the motion to approve the Letter of Intent (LOI) with 7 Brew Coffee, including the utility amendment and the option to evaluate additional locations on the Town Commons Property. Councilman Jackson seconded the motion. The vote was carried by majority. Those in favor were Mayor Vaughan, Councilman Jackson, Councilwoman Jamison, Councilman Fuller, and Councilman Elbin. Councilman Minor opposed. Absent was Councilman George.

Councilman Fuller made the motion to re-enter open session. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

City Attorney announced all action taken during executive.

Councilwoman Jamison made the motion to adjourn until April 7, 2026 at 6:30pm. Councilman Fuller seconded the motion. The vote was carried unanimously.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

March 27, 2026

2808 Hwy 90, Gautier, MS
VIA E-mail: cmoulds@gautier-ms.gov

RE:	2808 Hwy 90, Gautier, MS
Landlord:	City of Gautier
Tenant:	Brew Crew MS, LLC | D/B/A 7 Brew
Location:	2808 Hwy 90, Gautier, MS

This letter is to outline an understanding of our conversations concerning a potential transaction involving the above referenced location. Promptly following the execution and delivery of this letter by Landlord and Tenant's receipt of senior management approval, Tenant will have a ground lease (the "Lease") prepared by Tenant's legal counsel, which Lease will incorporate the terms and conditions set forth below.

1. **Premises:** The property consists, in general, of the improved portions of the ~~of a~~ site delineated on Exhibit "A" ("Premises") located in the City of Gautier, MS and all appurtenances thereto including reciprocal rights of access and parking with the adjacent shopping center, on which Tenant will construct a drive-thru facility incorporating Tenant's standard trade dress. Landlord and Tenant understand the Premises may be substituted upon mutual agreement at a later date.

2. **Term:** The initial term shall be ten (10) years. Tenant will have at Tenant's election up to four (4) options to extend the Lease for five (5) years each - upon the same terms and conditions, including rental.

3. **Rental:** Thirty-Six Thousand Dollars ($36,000.00) per year during the term of the Lease. The Lease shall commence no later than six (6) months after obtaining all required governmental and third-party approvals and permits for the construction and operation of the building and related improvements (including, without limitation, signage) and Landlord delivers possession of the Premises to Tenant.

   Rental shall increase ten percent (10%) over the previously paid rental, adjusted every five (5) years during the initial term and extended terms.

4. **Signage:** Pylon sign and/or monument sign and at least three (3) fascia signs (maximum signage allowed by law and as acceptable to Tenant's management).

5. **Exclusive:** By appropriate instrument, Landlord shall agree that it, its affiliates and their successors and assigns shall not lease to any other tenant on the Property for which coffee is a primary use.

6. **Conditions:** Tenant's obligation to lease the Premises will be subject to Tenant's approval or waiver of the following conditions in Tenant's sole discretion:

   a. Tenant's approval of a current title commitment for the Premises together with all exceptions shown thereon, and a current ALTA survey of the Premises to be ordered by Tenant and paid for by Landlord. Tenant's approval or disapproval of the matters set forth in this clause (a) shall be given

within ninety (90) days following Tenant's receipt of both the current title commitment (together with all exceptions shown thereon) and the ALTA survey referenced in the preceding sentence. Tenant will be entitled to receive an extended coverage leasehold policy of title insurance for the Premises, subject only to those exceptions to title not disapproved by Tenant as provided above.

b. Tenant's approval of all books and records relating to the Premises, all inspection reports relating to the Premises, all conditions affecting the Premises (including environmental) and any other matters relating to the Premises that Tenant deems material. Tenant shall order and Landlord shall pay for a Phase I environmental survey of the Premises consistent with Tenant specifications. In the event the Premises evidence possible contamination from hazardous waste or other toxic substances, Tenant may perform a Phase II environmental survey of the Premises, at Landlord's expense. Tenant's approval or disapproval of the matters set forth in this clause (b) shall be given within ninety (90) days following the effective date of the Lease.

c. Tenant's obtaining of all required permits and other approvals from all applicable governmental agencies and third parties to construct and operate a 7 Brew drive-thru, and signage acceptable to Tenant in its sole discretion. The time for satisfaction of this contingency shall be agreed upon by the parties prior to execution of the Lease.

d. SNDA acceptable to Tenant

7. **Landlord's Deliveries:** Concurrently with the execution of this letter by Landlord, Landlord shall deliver to Tenant all documents, correspondence, plans and/or reports in Landlord's possession or control relating to the Premises (including, but not limited to: any existing surveys; reciprocal easement agreement(s), declaration of covenants, OEA or covenants, conditions and restrictions (CC&Rs) and/or any similar documents affecting the Premises; all applicable sign criteria; building plans or drawings; current real estate taxes; title or preliminary reports; all environmental studies or audits (e.g. wetland, biological, archeological, Phase I and/or Phase II); soils reports; grading certifications; grading, drainage, utility, landscaping and other construction plans; traffic studies; deeds of trust and liens or other instruments encumbering the Premises or any portion thereof).

8. **Improvement Responsibility:**

Landlord will stub water and sewer utilities to within five (5) feet of the building, o~~O~~r in lieu of stubbing the utilities to within five (5) feet of the building, Landlord will give the Tenant six months of free base rent. (This number assumes utilities close to parcel boundaries). This determination will be in the sole discretion of the Landlord.

9. **Maintenance Responsibility:** Tenant shall maintain the entirety of the Premises, with separate meters for all operational utilities.

10. **Tax Increase Due to Transfer:** Landlord shall bear the increase associated with an increase in Real Estate Taxes due to a transfer of the Property in the first two (2) years of the Term.

11. **Broker's Commissions:** Landlord will be responsible for all commissions due and payable with respect to the transactions contemplated in this letter which shall include a fee of 6% of the initial lease value to Beacon Real Estate. Landlord and Tenant agree that Tenant engaged Beacon Real Estate, LLC (Lee Norman) as it's Broker for the transactions contemplated herein.

12. **Confidentiality:** Each party shall maintain as confidential this letter and the terms and conditions hereof, as well as all records, correspondence and documents arising out of this letter (collectively, the "Confidential

Information"), and further agrees not to disclose any Confidential Information, except as required by statute or court or administrative order, and only then with the prior or concurrent written notice to the other party stating the matters disclosed and identifying to whom disclosed. Notwithstanding the foregoing, (a) each party may disclose the Confidential Information to its agents, employees, attorneys and consultants so long as such parties are notified in writing that such materials are subject to the confidentiality and non-disclosure obligations as imposed herein and agree to keep such materials confidential in accordance with the provisions hereof and (b) Tenant, its agents, employees, attorneys and consultants may disclose any Confidential Information it deems reasonably necessary in connection with its investigation of the Premises and its efforts to obtain any governmental or third party approvals for the Premises.

13. **Certain Property Disclosures by Landlord:** Landlord hereby informs Tenant as follows:

a. Landlord owns fee title to the Premises.

b. The Premises does have access rights over the entrances, exits and drive aisles within the adjacent shopping center pursuant to enforceable easement(s) of record.

c. The Premises does have parking rights over the parking areas within the adjacent shopping center pursuant to enforceable easement(s) of record.

d. No non-governmental third party has any right to approve of or consent to the construction and operation of Tenant's Building and related improvements (including, without limitation, signage), except as follows (if none, state "None"): _____.

14. **Expiration:** The terms and provisions of this letter shall terminate if on or before April 3, 2026 Landlord has not executed this letter and delivered an executed copy of the same to Tenant.

Please acknowledge that this letter embodies your understanding of our discussion concerning the Premises by executing this letter below and returning one executed copy to the undersigned. Acceptance of this letter does not create a binding agreement between the parties hereto except with respect to the provisions of the paragraphs entitled "Authorization of Site Investigation," "Exclusive Right to Negotiate" and "Confidentiality" above. Such a binding agreement will only occur upon the full execution of the Lease and Tenant's receipt of senior management approval, and the parties hereto agree that no prior or future communications (whether written or verbal) shall create any binding agreement unless the same are included in such fully executed Lease and approved by Tenant's senior management. Until the execution of the Lease and Tenant's receipt of senior management approval, Tenant and Landlord specifically reserve the right to withdraw from or terminate negotiations at any time, for any reason or for no reason, and Tenant and Landlord shall have no liability of any kind to each other by reason of such withdrawal or termination. Such Lease is subject to and will include additional essential and material provisions which are yet to be negotiated and agreed upon by both parties.

Sincerely,

Brew Crew, LLC

Brandon Sebald, Managing Partner

Date: _____

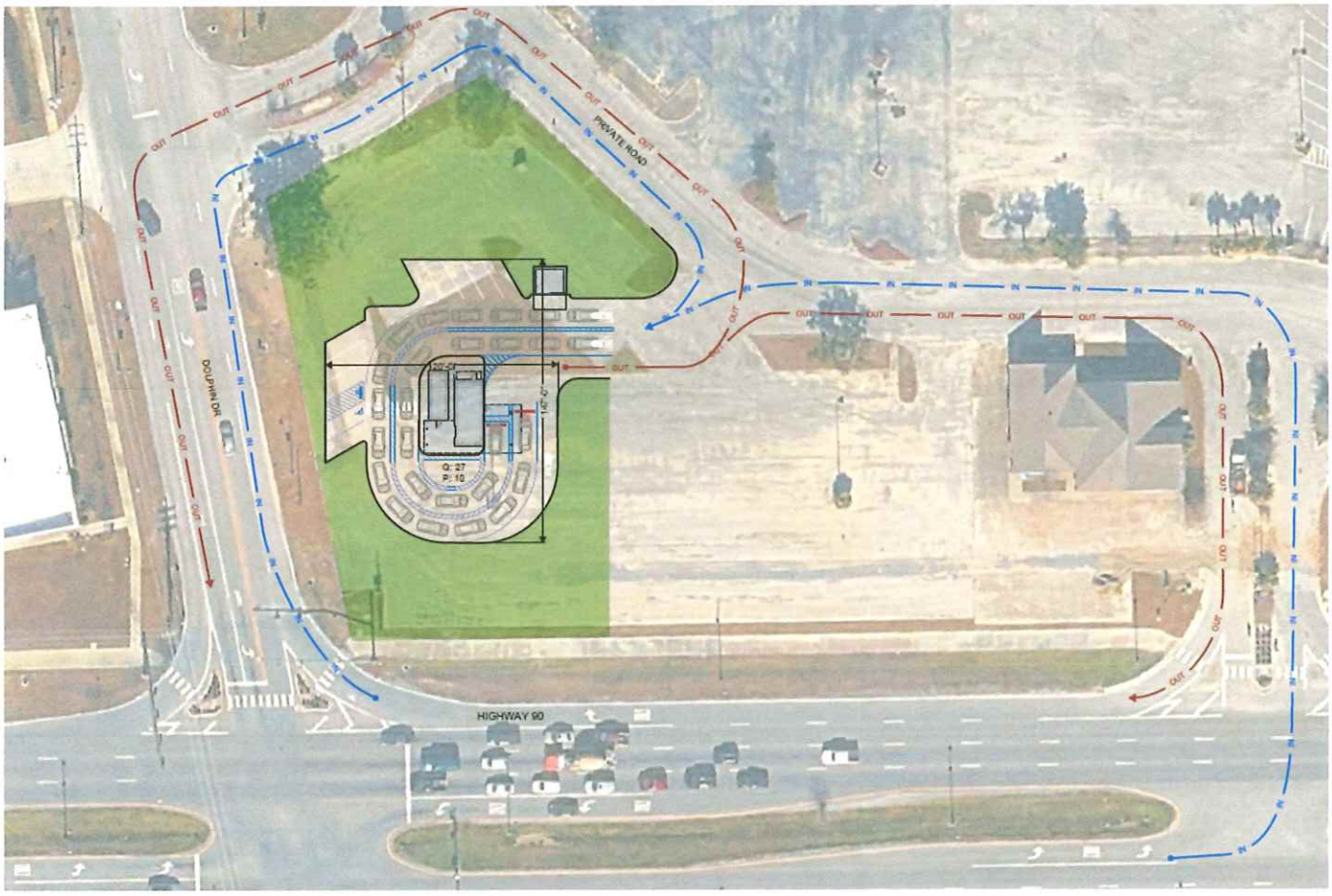
Acknowledged and approved:

By: Carlos G. Mould

Its: City Manager

Date: 3/31/2026

EXHIBIT "A"
DESCRIPTION/DEPICTION OF PREMISES



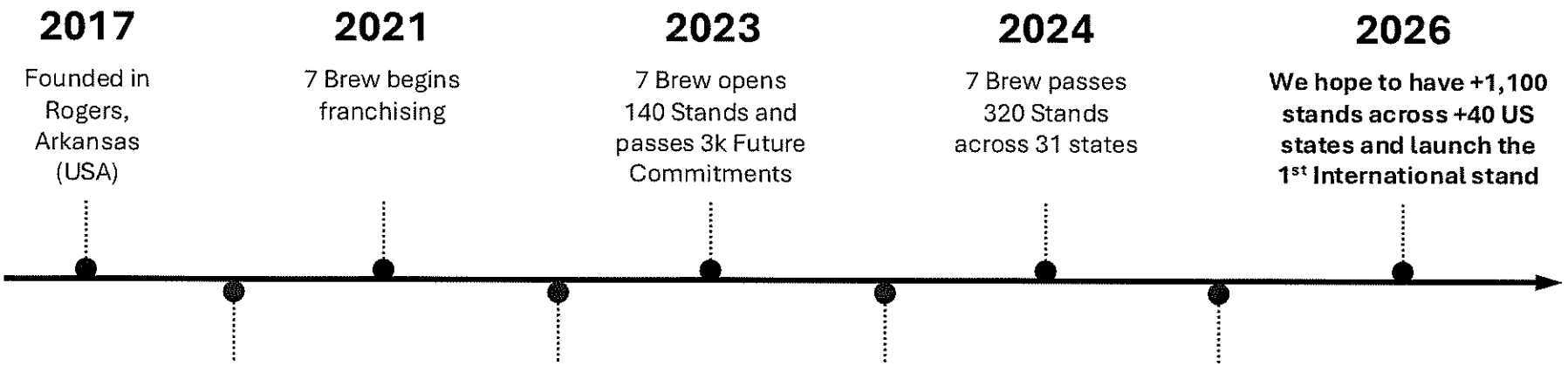
EXAMPLE SEVEN BREW:



EXHIBIT "B"
RESPONSIBILITY CHECKLIST

ITEM	RESPONSIBILITY
DELIVER EXISTING GRADING AND DRAINAGE PLANS	LANDLORD
DELIVER EXISTING SITE TOPO AND SURVEY	LANDLORD
UTILITY INSTALL (WATER WITHIN 5 FEET OF BUILDING)	TENANT
UTILITY INSTALL (SEWER WITHIN 5 FEET OF BUILDING)	TENANT
UTILITY INSTALL (ELECTRIC WITHIN 5 FEET OF BUILDING)	TENANT
MUNICIPAL TAP FEES	TENANT
DEMOLITION OF EXISTING STRUCTURES AND IMPROVEMENTS	N/A
BELOW ONLY IF NEW PAD DELIVERY:	
SITE GRADING GRUBB & CLEARING	N/A
ROUGH GRADING PER GRADING AND DRAINAGE PLAN	N/A
FINISHED GRADING PER GRADING AND DRAINAGE PLAN	N/A
PAVING	N/A
UTILITY INSTALL(LIGHTING)	N/A

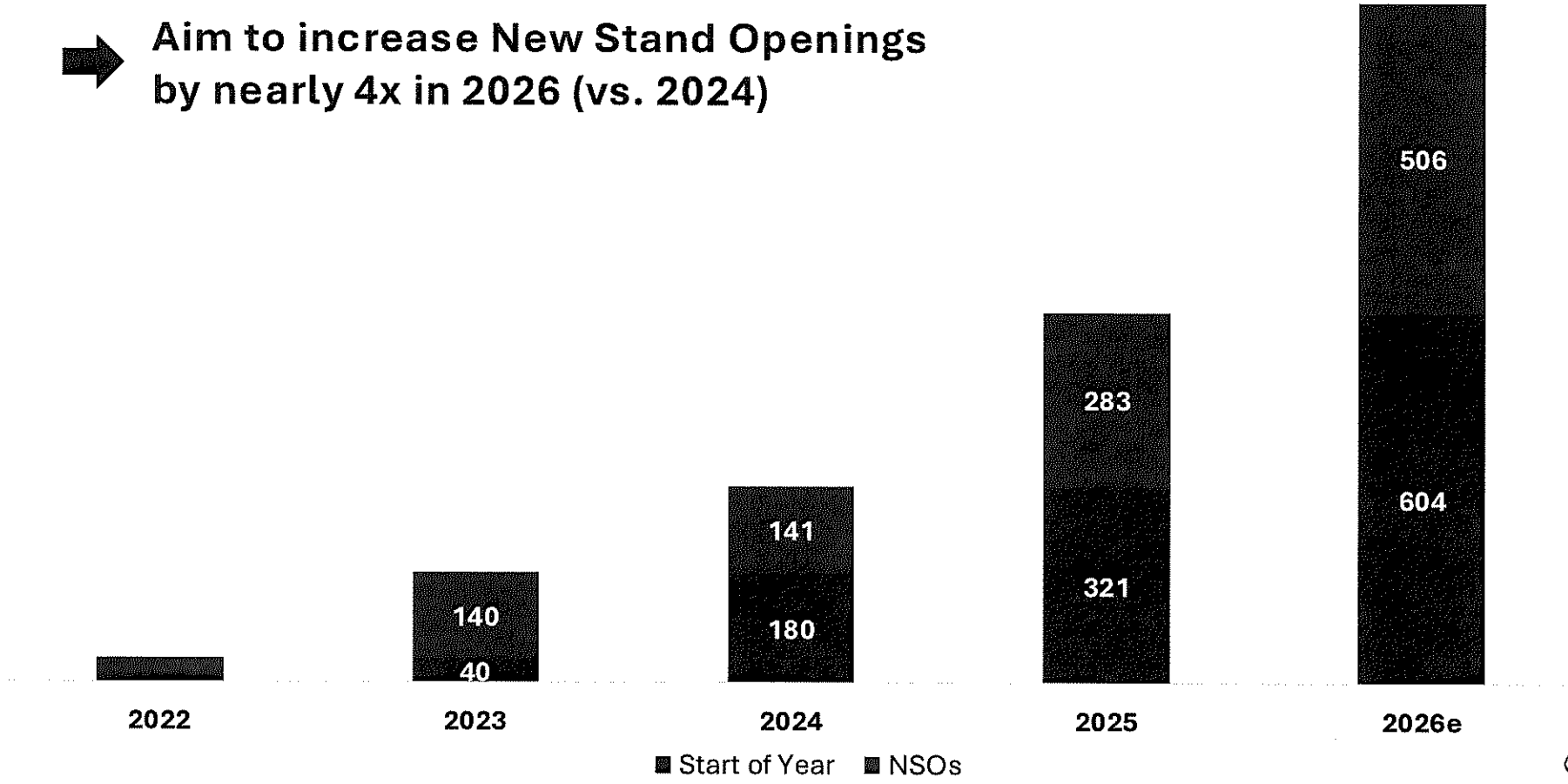
Company Timeline



Confidential Information. This presentation contains proprietary and confidential information of the company and is not interded for reproduction or distribution.

Aggressive 5 Year Growth Rate

Aim to increase New Stand Openings by nearly 4x in 2026 (vs. 2024)



Confidential Information. This presentation contains proprietary and confidential information of the company and is not intended for reproduction or distribution.

World Class Ownership

Blackstone

Joint owner, Blackstone is the world's largest alternative asset manager, with more than $1 trillion in AUM across ~12,600 real estate assets and 250 portfolio companies[1], including recent private equity investments in the restaurant/café space:

- Jersey Mike's Subs
- Tropical Smoothie Café
- 7 Brew Coffee

Notes: All figures as of December 31, 2024 except (1) as of September 30, 2024

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Brand Purpose



JOY, AND CONNECTION,
ONE CUP AT A TIME

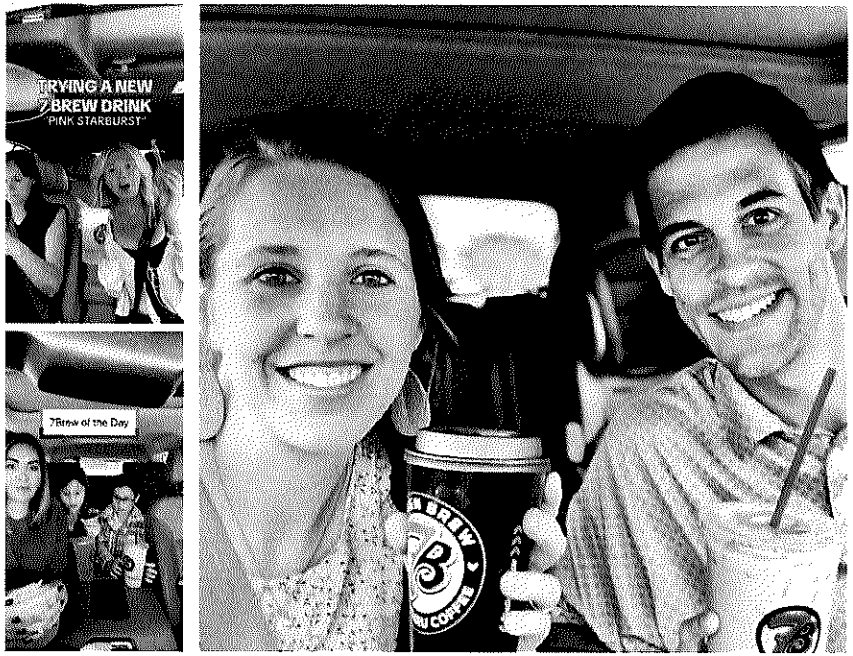
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Primary Target Audience

GEN Z, 13-28
+16 pts higher mix than competition

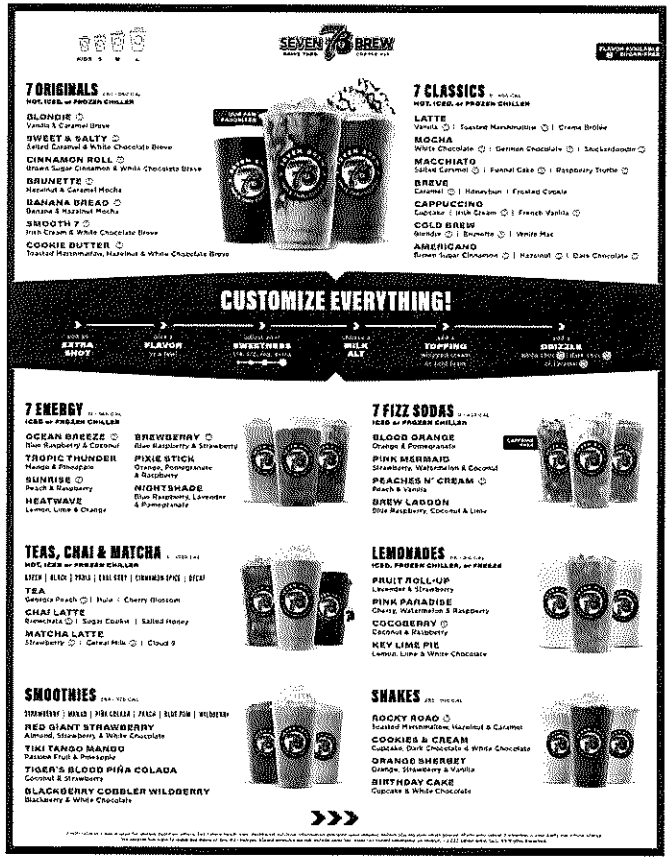


MILLENNIALS, 29-44
Dual-income, with Kids in HH



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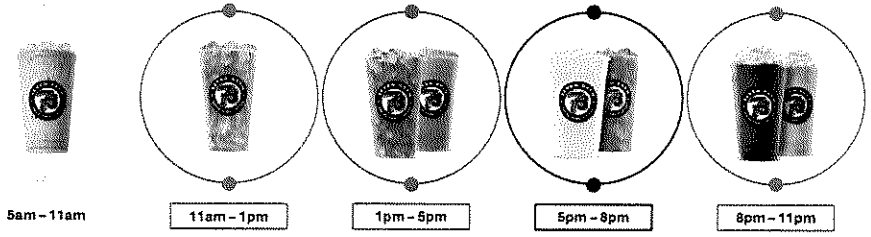
Customizable Menu...Endless Combinations



Pricing Strategy is to be 20-30% cheaper vs market leader (per ml)

7 Brew Core Menu

- Beverage Platforms served Hot & Cold (iced/frozen):
  - Coffee; 100% espresso from La Marzocco machines
  - Energy (7 Energy Brand)
  - Smoothies & Shakes
  - Teas (incl. Matcha/Chai) & Lemonades
  - Dirty Sodas
- Beverage Customizers
  - +30 different flavors (syrups/sauces) w/ sugar free options
  - Dairy and alterative dairy options
  - Toppings/finishes



Confidential Information. This presentation contains proprietary and confidential information of the company and is not intended for reproduction or distribution.

Menu Photography



Confidential Information. This presentation contains proprietary and confidential information of the company and is not intended for reproduction or distribution.

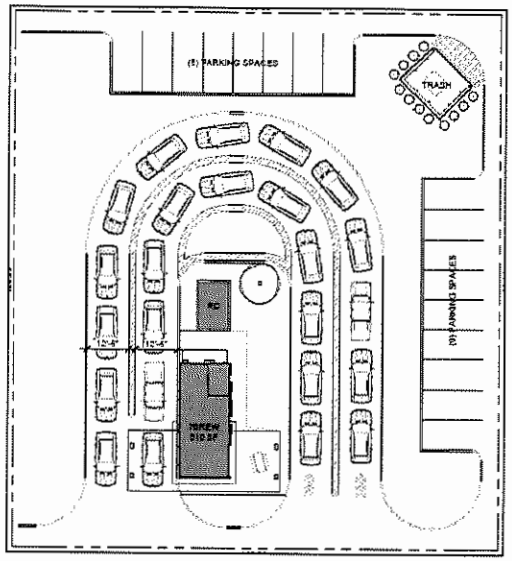
7 Brew Double Drive Thru Example

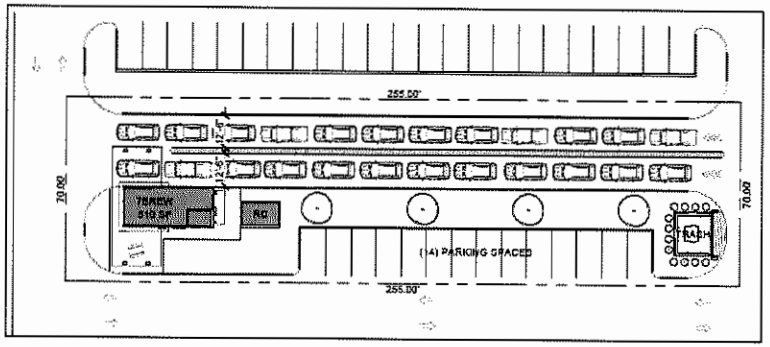


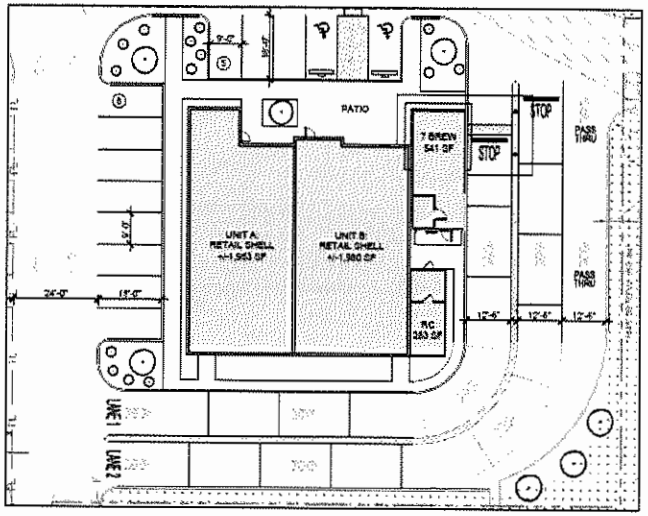
Confidential Information. This presentation contains proprietary and confidential information of the company and is not intended for reproduction or distribution.

We fit in small spaces and flexible layouts

7 Brew Drive-Thru Coffee







We prefer 1/3 to1/2 Acres

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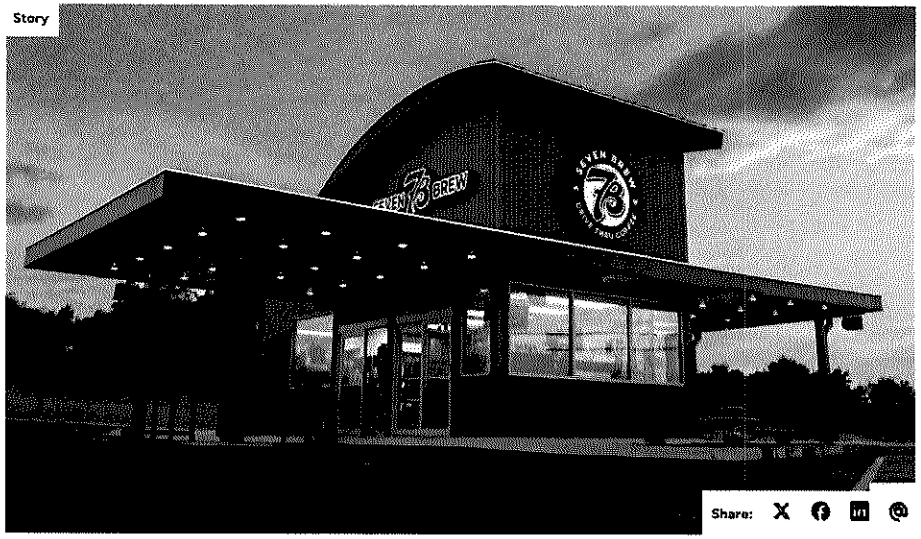
World Class Franchisees = Great Operations

World's Largest Franchisee Flynn Group Joins Forces with 7 Brew in Landmark Expansion Move

OCT 30

After spending decades investing in legacy brands, the company is creating a new vehicle to invest in emerging, promising franchises. The coffee chain is just the start.

Story



Share:

7 Brew has more than 500 locations across the U.S.

FLYNN RESTAURANT GROUP

DELIGHT RESTAURANT group

K-MAC Enterprises, Inc.

PACIFIC BELLS

Harmans

Cotti Foods

TACALA COMPANIES

FEP FRANCHISE EQUITY PARTNERS

Confidential Information. This presentation contains proprietary and confidential information of the company and is not intended for reproduction or distribution.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Receive February 2026 Finance Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive February 2026 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for February 2026 is hereby received.

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

Motion was made by **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 April 7, 2026.

FEB 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$5,740,005.62
HB1 Modernization Act Funds	Depository Account	002-000-001	$951,867.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$231,969.93
Amphitheater Venue	Depository Account	004-000-001	$61,475.40
MDAH School House Grant	Depository Account	030-000-001	$16,746.12
SE MS METRO TASK FORCE	Depository Account	156-000-001	$117,226.95
U S Justice Equitable Sharing	Depository Account	157-000-001	$29,366.12
Fire Protection Fund	Depository Account	160-000-001	$203,726.56
Tidelands Grant	Depository Account	171-000-001	$24,734.69
Library Support Fund	Depository Account	172-000-001	$63,773.33
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	($17,310.19)
Shepard State Park Fund	Depository Account	176-000-001	$100,859.04
S2020 GO Refnd Bond Debt Service	Depository Account	255-000-001	
USDA NRCS EWP Program	Depository Account	300-000-001	$3,511.57
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
South Gautier/Vancleave Rd Sidewalk	Depository Account	313-000-001	$40,350.00
Dolphin-CSX Grade Separation	Depository Account	314-000-001	($6,000.00)
Solid Waste Fund	Depository Account	404-000-001	$87,602.14
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$7,649,905.24
	General Depository Reconciled Cash Balance		$7,649,905.24

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	($55,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	$789,387.50
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$5,079,039.76
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$218,649.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$6,032,088.51
	Enterprise Reconciled Cash Balance		$6,028,588.47

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$424,450.56
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$80,216.28
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$330,737.72
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$750,469.85
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$73,927.75
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$73,925.64
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$17,345.82
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	$5,240.65
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	$320,368.14
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	$549,236.49
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$135.80
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	$1,550,587.89
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	$312,686.46
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,095,477.24
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	$1,033,998.57
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	$1,442,711.70
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	$2,378,299.71
SB2468 Water Meter Imps	Restricted Fund	422-000-001	$1,550,587.89
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$268,046.08
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$1,079,421.16
	Total Bond & Restricted Reconciled Cash Balances		$14,337,871.40

FEB 2026
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2026	FEB 2026	Balance	41.66% % to date
	General Fund Revenues	**13,348,978.00**	**6,335,204.73**	**7,013,773.27**	***47.4%***
	Expenditures:				
001	Legislative	**264,436.00**	**101,147.20**	**163,288.80**	***38.2%***
010	City Court	**397,834.00**	**112,737.28**	**285,096.72**	***28.3%***
021	City Manager	**149,800.00**	**23,632.60**	**126,167.40**	***15.7%***
022	Human Resources	**75,563.00**	**20,875.51**	**54,687.49**	***27.6%***
030	Elections	**0.00**	**0.00**	**0.00**	
040	City Clerk	**493,028.00**	**93,439.98**	**399,588.02**	***18.9%***
060	City Attorney	**145,000.00**	**51,427.30**	**93,572.70**	***35.4%***
090	Economic Dev - Planning	**560,844.00**	**120,915.71**	**439,928.29**	***21.5%***
092	Building & General Expenses	**1,103,525.00**	**558,525.01**	**544,999.99**	***50.6%***
094	Grants & Project Admin	**251,922.00**	**25,545.11**	**226,376.89**	***10.1%***
100	Police	**4,944,779.00**	**1,798,378.08**	**3,146,400.92**	***36.3%***
161	Fire	**3,972,614.00**	**1,272,583.86**	**2,700,030.14**	***32.0%***
170	Recreation	**935,541.00**	**292,370.65**	**643,170.35**	***31.2%***
201	PW: Streets	**675,100.00**	**189,426.84**	**485,673.16**	***28.0%***
205	PW: Maintenance	**386,935.00**	**94,336.44**	**292,598.56**	***24.3%***
680	Debt Service	**87,454.00**	**46,323.96**	**41,130.04**	***52.9%***
900	Interfund Transfers	**949,703.00**	**647,603.93**	**302,099.07**	***68.1%***
	General Fund Expenditures	**15,394,078.00**	**5,449,269.46**	**9,944,808.54**	***35.3%***
	Total Operating Expenditures	**13,015,430.00**	**4,739,443.37**	**8,275,986.63**	
	Total Capital Outlay Expenditures	**1,239,800.00**	**15,898.20**	**1,223,901.80**	
	Total Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Total Transfers Out	**949,703.00**	**647,603.93**	**302,099.07**	
	Total Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**5,449,269.46**	**9,944,808.54**	
	Personnel	**9,652,280.00**	**3,532,790.25**	**6,119,489.75**	
	Supplies	**722,150.00**	**163,324.16**	**558,825.84**	
	Other Services	**2,641,000.00**	**1,043,328.96**	**1,597,671.04**	
	Capital Outlay	**1,239,800.00**	**15,898.20**	**1,223,901.80**	
	Debt Service	**189,145.00**	**46,323.96**	**142,821.04**	
	Interfund Transfers for DS	**949,703.00**	**647,603.93**	**302,099.07**	
	Unappropriated	**0.00**	**0.00**	**0.00**	
	Check Total	**15,394,078.00**	**5,449,269.46**	**9,944,808.54**	

FEB 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	FEB 2026	Balance	*41.66% % to date*
002 HB1 Modernization Funds				
Revenues	1,285,030.00	686,447.94	598,582.06	*53.4%*
Expenditures	1,888,000.00	800,000.00	1,088,000.00	*42.3%*
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	200,844.23	74,371.91	*72.9%*
Expenditures	608,458.32	302,138.37	306,319.95	*49.6%*
004 Amphitheater Venue Fund				
Revenues	560,000.00	18,853.00	541,147.00	*3.3%*
Expenditures	586,782.00	123,644.68	463,137.32	*21.0%*
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	*1.1%*
Expenditures	95,004.43	3,461.31	91,543.12	*3.6%*
130 $7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	1,585,808.81	493,947.06	*76.2%*
Expenditures	2,724,201.21	1,969,145.85	755,055.36	*72.2%*
156 SE MS METRO TASK FORCE				
Revenues		72,129.06	(72,129.06)	
Expenditures	50,941.00	31,131.78	19,809.22	*61.1%*
157 US Justice Equitable Sharing				
Revenues		1,511.36	(1,511.36)	
Expenditures	50,000.00	29,722.00	20,278.00	*59.4%*
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00	49,864.54	130,800.46	*27.6%*
171 Combined Tidelands Grant				
Revenues	640,226.48	3,250.00	636,976.48	*0.5%*
Expenditures	670,511.17	8,800.00	661,711.17	*1.3%*
172 Library Support Fund				
Revenues	138,964.00	99,677.78	39,286.22	*71.7%*
Expenditures	138,964.00	35,904.45	103,059.55	*25.8%*
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	3,800.00	406,200.00	*0.9%*
Expenditures	406,200.00	17,310.09	388,889.91	*4.2%*

FEB 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	FEB 2026	Balance	*41.66% % to date*
176 Shepard State Park				
Revenues	234,000.00	131,450.52	102,549.48	*56.1%*
Expenditures	268,123.00	117,766.21	150,356.79	*43.9%*
177 HB1353 Local Imps: Shepard				
Revenues	200.00	939.78	(739.78)	*469.8%*
Expenditures	79,300.00		79,300.00	
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	117,367.05	167,845.95	*41.1%*
Expenditures	282,506.26	53,753.13	228,753.13	*19.0%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	4,598.97	12,301.03	*27.2%*
Expenditures	7,713.00		7,713.00	
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	161,383.64	235,964.36	*40.6%*
Expenditures	382,825.00	318,600.00	64,225.00	*83.2%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	5,924.82	10,875.18	*35.2%*
Expenditures	11,348.00		11,348.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	233,401.22	61,980.78	*79.0%*
Expenditures	295,782.00	233,090.63	62,691.37	*78.8%*
255 S2020 Refnd GO Bond Debt Service				
Revenues	459,965.00	18,357.50	441,607.50	*3.9%*
Expenditures	459,965.00	18,357.50	441,607.50	*3.9%*
256 S2023 GO Note Debt Service	325,749.00	304,428.00	21,321.00	*93.4%*
Revenues	325,749.00	304,428.00	21,321.00	*93.4%*
Expenditures				
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	150,607.21	44,048.79	*77.3%*
Expenditures	194,556.00	150,452.81	44,103.19	*77.3%*
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	301,550.68	313,449.32	*49.0%*
Expenditures	712,895.00	587,648.10	125,246.90	*82.4%*
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	6,434.63	(434.63)	*107.2%*
Expenditures	12,000.00		12,000.00	

FEB 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	FEB 2026	Balance	*41.66% % to date*
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	56,295.31	250,704.69	*18.3%*
Expenditures	5,749,498.02	1,268,684.96	4,480,813.06	*22.0%*
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	12,242.82	(9,242.82)	*408.0%*
Expenditures	1,050,562.14	29,094.41	1,021,467.73	*2.7%*
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	17,140.53	(14,140.53)	*571.3%*
Expenditures	1,453,660.00	26,000.00	1,427,660.00	*1.7%*
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	215,160.00		215,160.00	
Expenditures	255,510.00		255,510.00	
314 Dolphin-CSX Grade Separation Project				
Revenues	1,500,000.00	24,000.00	1,476,000.00	*1.6%*
Expenditures	1,500,000.00	30,000.00	1,470,000.00	*2.0%*
355 Water Supply & Treatment Plant				
Revenues	0.00		0.00	
Expenditures	106,215.03	37,637.50	68,577.53	*35.4%*
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00	19,950.00	4,960,050.00	*0.4%*
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	28,463.32	(12,857.32)	*182.3%*
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	670,739.94	1,298,556.10	*34.0%*
Expenditures	1,477,157.79	476,309.83	1,000,847.96	*32.2%*
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	85,000.00	2,906,150.00	*2.8%*
Expenditures	2,906,150.00	42,000.00	2,864,150.00	*1.4%*
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	110,612.50	3,339,387.50	*3.2%*

FEB 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	FEB 2026	Balance	*41.66% % to date*
401 S2023 GO Note Equipment Fund				
Revenues	**0.00**		**0.00**	
Expenditures	**218,224.25**		**218,224.25**	
404 Solid Waste Fund				
Revenues	**2,343,600.00**	**984,608.62**	**1,358,991.38**	***42.0%***
Expenditures	**2,346,260.00**	**946,692.76**	**1,399,567.24**	***40.3%***
422 Water Meter Replacement				
Revenues	**8,000.00**	**18,166.07**	**(10,166.07)**	***227.0%***
Expenditures	**1,540,000.00**		**1,540,000.00**	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	**1,500.00**	**3,140.32**	**(1,640.32)**	***209.3%***
Expenditures	**0.00**		**0.00**	

FEB 2026
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2026	FEB 2026	Balance	41.66% % to date
Utility Fund Revenues	**11,140,627.00**	**4,918,606.36**	**6,222,020.64**	***44.1%***
General Admin & Operations	**0.00**	**410,853.99**	**(410,853.99)**	
W & S Management & Operations	**3,462,608.00**	**1,229,242.67**	**2,233,365.33**	***35.5%***
Water & Sewer O & M	**4,541,792.00**	**1,706,280.11**	**2,835,511.89**	***37.5%***
Debt Service	**831,041.45**	**198,563.30**	**632,478.15**	***23.8%***
Transfers	**2,237,749.00**	**469,225.06**	**1,768,523.94**	***20.9%***
Contingencies	**150,000.00**	**0.00**	**150,000.00**	
Utility Fund Expenditures	**11,223,190.45**	**4,014,165.13**	**7,209,025.32**	***35.7%***
Total Operating Expenditures	***7,833,400.00***	***3,320,567.01***	***4,512,832.99***	
Total Capital Outlay Expenditures	***171,000.00***	***25,809.76***	***145,190.24***	
Total Debt Service	***831,041.45***	***198,563.30***	***632,478.15***	
Total Interfund Transfers	***2,237,749.00***	***469,225.06***	***1,768,523.94***	
Total Contingency Expenditures	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***4,014,165.13***	***7,209,025.32***	
Personnel	***610,787.00***	***567,073.45***	***43,713.55***	
Supplies	***466,000.00***	***158,646.90***	***307,353.10***	
Other Services	***6,756,613.00***	***2,594,846.66***	***4,161,766.34***	
Capital Outlay	***171,000.00***	***25,809.76***	***145,190.24***	
Debt Service	***831,041.45***	***198,563.30***	***632,478.15***	
Interfund Transfers	***2,237,749.00***	***469,225.06***	***1,768,523.94***	
Contingencies	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***4,014,165.13***	***7,209,025.32***	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approval of water and sewer adjustments for April 2026 in the amount of $14,756.02**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497- 8000**

Summary Explanation: Approval of water and sewer adjustments for April 2026 in the amount of $14,756.02

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April 2026 in the amount of $14,756.02 is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

APRIL 2026 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

CUSTOMER NAME	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	016-04101-000	100.69	244.28	35.00			379.97	Spigot
	017-23901-001	151.34	333.02	35.00			519.36	Line in yard
	020-04501-001	22.48	32.19				54.67	Spigot
	031-08601-000		68.97				68.97	Behind Walls
	039-07401-005	146.56	291.66	70.00			508.22	Behind Walls
	047-20601-000	140.46	280.66				421.12	Line in yard
	056-16801-001	80.17	112.00	105.00			297.17	Behind Walls
	062-30501-004	246.52	345.60	35.00		2.45	629.57	Spigot
	065-02201-000	272.98	450.98	35.00	275.00	38.36	1,072.32	Line in yard
	074-05801-001	62.20	136.57	35.00			233.77	Line in yard
	080-25801-005	78.54	144.84	105.00			328.38	Spigot
	083-01301-000	1,755.00	2,672.72		500.00		4,927.72	Line in yard
	102-01701-006	122.03	197.80	140.00			459.83	Line in yard
	103-17301-000		168.43				168.43	Pool Fill
	113-21201-000		148.94				148.94	Line in yard
	119-06801-004	574.26	1,569.21	105.00			2,248.47	Water Heater
	119-16601-014	210.17	499.41	140.00			849.58	Line in yard
	119-17602-006	180.77	468.33	35.00			684.10	Line in yard
	119-20601-008		267.53	140.00			407.53	Line in yard
	119-34951-004	83.40	194.50	70.00			347.90	Spigot
	TOTAL	4,227.57	8,627.64	1,085.00	775.00	40.81	14,756.02	

COMPLETED

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Authorization to remove broken furniture and equipment from the City of Gautier's Inventory**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to remove broken furniture and equipment from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2026

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN FURNITURE AND EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following furniture and equipment be removed from the City's inventory:

- Bissell Clearview Vacuum – Asset Number 2729
- HP Printer – Asset Number 38
- Taser X26 – Asset Number 1552
- Taser X26 – Asset Number 1553
- Black Office Chair – Asset Number 2838

WHEREAS, the Mayor and Members of the Council have determined that given the condition, this equipment has no value, and therefore removal from inventory is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described on the attached list is hereby removed from inventory and used to discard, surplus, or use as parts.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th day of April 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

To: Carlos Moulds, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 03/23/2026
Subject: Authorization to remove broken furniture and equipment from the City of Gautier's inventory.

REQUEST:
City Council authorization is requested by the City Clerk's department to remove the following equipment and furniture from the City of Gautier's inventory and discard. Asset number 2729, Bissell Clearview Vacuum, from the Fire Department, asset number 38, HP Printer, asset number 1552, Taser X26, Asset number 1553, Taser X26, from the Police Department and asset number 2838, black office chair from the City Clerk's Department. They are no longer in working order.

BACKGROUND:
The City Clerk's department has determined that these items are no longer in working order, and they have been replaced. Removal of inventory is in the best interest of the City of Gautier.

DISCUSSION:
None

RECOMMENDATION:
The City Staff recommends that the City Council authorize the removal of these items from inventory, so the inventory spreadsheet can be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Authorization to Acknowledge Bids and Award a Contract for Section 592 West Park Drainage Improvements Project**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000**

Summary Explanation: Authorization to acknowledge the receipt of seven (7) bids for the Section 592 West Park Drainage Improvement Project and award a contract to the lowest and best bid, DNA Underground, LLC, in an amount not to exceed $833,405

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the City of Gautier has requested bids for the Section 592 West Park Drainage Improvements Project; and

WHEREAS, this project will consist of removing the existing 36” reinforced concrete pipe (RCP) and 58”x36” at outfall and replacing it with one (1) 51”x31” RCP. The project will add 11 new drainage structures and 1,500 linear feet of supporting pipe to move the flooding runoff to the outfall; and

WHEREAS, on or before March 12, 2026, seven bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommended awarding the contract to the overall lowest and best bidder, DNA Underground, LLC; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to DNA Underground, LLC, in an amount not to exceed $833,405; 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 DNA Underground, 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 DNA Underground, LLC, for the Section 592 West Park Drainage Improvements Project is hereby authorized and approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 18, 2026

Subject: Authorization to Acknowledge Bid and Award Contract for Section 592 West Park Drainage Improvement Project.

REQUEST:
The Grants and Projects Department requests that City Council acknowledge receipt of seven (7) bids for the Section 592 West Park Drainage Improvement Project and award a contract to the lowest and best bid to DNA Underground, LLC in an amount not to exceed $833,405.

BACKGROUND:
The project is authorized to provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592").

There are five (5) water and sewer system rehabilitation projects: Southeast Gautier Infiltration & Inflow Improvements; West Park Drive Drainage; Singing River Mall Property Water and Sewer Main Improvements; Bucks Road Lift Station Replacement; and the Replacement of Copper Pipe at the Public Works Chemical Building. These projects include the replacement or rehabilitation of the water supply well and lines, as well as measures to address sanitary sewer overflows, ensuring full compliance with environmental standards set by the EPA within the City of Gautier.

The agreement with the Department of the Army, Corps of Engineers (USACE) was signed and terms agreed to on August 13, 2024, at the signing ceremony for the projects. The total project cost is estimated to be $3,600,000. The cost share agreement will be 75% federally funded and 25% non-federally funded.

The environmental assessment and public review of the projects were completed in June 2025. Each project under the Gautier Waer and Sewer Improvements (Section 592) will be advertised and bid out separately.

The West Park Drainage Improvement Project will improve conditions that will consist of removing the existing 36" reinforced concrete pipe (RCP) and 58"x36" at outfall and replacing it with one (1) 51"x31" RCP. The project will add 11 new drainage structures and 1,500 linear feet of supporting pipe to move the flooding runoff to the outfall.

DISCUSSION:
Seven (7) bids for this project were received and opened on March 12, 2026. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the lowest and best bid to DNA Underground, LLC.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council acknowledge receipt of seven (7) bids for the Section 592 West Park Drainage Improvement Project and award a contract to the lowest and best bid to DNA Underground, LLC in an amount not to exceed $833,405.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation

MEMORANDUM

Date: March 17, 2026

TO: Carlos Moulds, City Manager
City of Gautier

RE: Acceptance Recommendation of Lowest and Best Bid
Section 592 Infrastructure Project - West Park Drainage Improvements

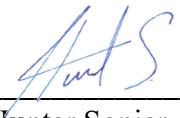
Please be advised that on March 12th, 2026, at 10:00 AM, bids were received for the referenced project. Therefore, I am requesting that the City Council acknowledge receipt of the eligible bids found in the attached Certified Bid Tabulation.

The low bidder is DNA Underground, LLC., at a bid cost of $833,405.00 for all work outlined within the plans and specifications for the Base Bid. DNA Underground, LLC. is a local heavy construction contractor with their office in Gulfport, MS. We have found the contractor to be adequately qualified to perform the work within the scope of the project.

With that said, I recommend that the City Council award the referenced project to DNA Underground, LLC. Upon approval by the City Council, we'll prepare the Contract Agreement and assist the City through completion of all required work.

If you have any questions or need additional information, please don't hesitate to call.

Sincerely,



Hunter Sonier, E.I.,
Seymour Engineering, PLLC

Attachments/
Certified Bid Tabulation

Project: West Park Drainage Improvements
Bid Opening: 11:00 A.M.March 13, 2026, Gautier City Hall

Contractor:				Bottom 2 Top		Brotherhood Service Co.		DNA Underground		Graham Construction Co.		Lane Construction		Miller Enterprises		Southern Colonial Con.	
Address:				24089 Ryland Ridge Rd		6826 Old 63 N		3925 Highway 57		8103 Barron Road		3925 Highway 57		136 Wilson Rd.		11270 Pumpkin Dr.	
City, State:				Saucier, MS 39574		Lucedale, MS 39452		Ocean Springs, MS 39566		Moss Point, MS 39562		Ocean Springs, MS 39566		Hattiesburg, MS 39402		Biloxi, MS 39532	
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	$37,503.00	$37,503.00	$115,000.00	$115,000.00	$80,000.00	$80,000.00	$60,000.00	$60,000.00	$51,000.00	$51,000.00	$100,000.00	$100,000.00	$28,000.00	$28,000.00
2	Traffic Control	LS	1	$16,200.00	$16,200.00	$25,000.00	$25,000.00	$18,000.00	$18,000.00	$7,500.00	$7,500.00	$61,000.00	$61,000.00	$45,000.00	$45,000.00	$15,000.00	$15,000.00
3	Silt Fence	LF	1000	$4.30	$4,300.00	$6.00	$6,000.00	$4.00	$4,000.00	$9.50	$9,500.00	$3.50	$3,500.00	$6.00	$6,000.00	$4.00	$4,000.00
4	Wattle	LF	200	$6.32	$1,264.00	$4.00	$800.00	$5.00	$1,000.00	$22.50	$4,500.00	$6.00	$1,200.00	$7.50	$1,500.00	$4.00	$800.00
5	Hydroseed and Fertilize	SY	50	$2.38	$119.00	$125.00	$6,250.00	$3.00	$150.00	$35.00	$1,750.00	$61.00	$3,050.00	$12.00	$600.00	$23.00	$1,150.00
6	Sodding	SY	1000	$7.13	$7,130.00	$12.00	$12,000.00	$11.00	$11,000.00	$11.00	$11,000.00	$7.50	$7,500.00	$12.00	$12,000.00	$6.00	$6,000.00
7	Limestone (Size 610)	CY	500	$134.70	$67,350.00	$125.00	$62,500.00	$125.00	$62,500.00	$140.00	$70,000.00	$109.00	$54,500.00	$155.00	$77,500.00	$110.00	$55,000.00
8	Select Bedding	CY	600	$139.10	$83,460.00	$25.00	$15,000.00	$18.00	$10,800.00	$30.00	$18,000.00	$95.00	$57,000.00	$28.00	$16,800.00	$25.00	$15,000.00
9	Burrow Material	CY	600	$16.63	$9,978.00	$25.00	$15,000.00	$18.00	$10,800.00	$30.00	$18,000.00	$15.00	$9,000.00	$20.00	$12,000.00	$15.00	$9,000.00
10	Unclassifed Excavation	CY	500	$11.88	$5,940.00	$25.00	$12,500.00	$12.00	$6,000.00	$20.00	$10,000.00	$9.00	$4,500.00	$15.00	$7,500.00	$6.50	$3,250.00
11	Geotextile Fabric	SF	500	$2.94	$1,470.00	$10.00	$5,000.00	$3.00	$1,500.00	$1.50	$750.00	$5.00	$2,500.00	$3.00	$1,500.00	$5.00	$2,500.00
12	Saw Cut Existing Roads and Concrete	LF	3000	$8.64	$25,920.00	$7.00	$21,000.00	$4.00	$12,000.00	$6.00	$18,000.00	$7.50	$22,500.00	$12.00	$36,000.00	$16.00	$48,000.00
13	Asphalt Removal (All Depths)	SY	1250	$16.20	$20,250.00	$5.00	$6,250.00	$8.00	$10,000.00	$6.00	$7,500.00	$7.00	$8,750.00	$12.00	$15,000.00	$11.50	$14,375.00
14	Milling (All Depths)	SY	3000	$7.58	$22,740.00	$10.00	$30,000.00	$8.00	$24,000.00	$10.00	$30,000.00	$11.00	$33,000.00	$14.00	$42,000.00	$7.50	$22,500.00
15	Asphalt (4" 12.5mm)	TON	300	$209.37	$62,811.00	$300.00	$90,000.00	$220.00	$66,000.00	$285.00	$85,500.00	$343.00	$102,900.00	$275.00	$82,500.00	$250.00	$75,000.00
16	Asphalt (2" 9mm)	TON	505	$185.46	$93,657.30	$200.00	$101,000.00	$200.00	$101,000.00	$170.00	$85,850.00	$199.00	$100,495.00	$250.00	$126,250.00	$183.00	$92,415.00
17	Water Utility Main Relocation (8" or less)	EA	2	$3,434.40	$6,868.80	$4,000.00	$8,000.00	$6,500.00	$13,000.00	$7,000.00	$14,000.00	$3,193.00	$6,386.00	$13,000.00	$26,000.00	$5,900.00	$11,800.00
18	Removal of Pipe (All Diameters)	LF	130	$19.44	$2,527.20	$40.00	$5,200.00	$10.00	$1,300.00	$70.00	$9,100.00	$20.00	$2,600.00	$20.00	$2,600.00	$16.00	$2,080.00
19	12" RCP	LF	80	$38.24	$3,059.20	$110.00	$8,800.00	$45.00	$3,600.00	$73.00	$5,840.00	$57.00	$4,560.00	$100.00	$8,000.00	$44.00	$3,520.00
20	18" RCP	LF	130	$49.66	$6,455.80	$125.00	$16,250.00	$60.00	$7,800.00	$85.00	$11,050.00	$72.00	$9,360.00	$130.00	$16,900.00	$52.00	$6,760.00
21	21"RCP	LF	250	$70.05	$17,512.50	$135.00	$33,750.00	$80.00	$20,000.00	$85.00	$21,250.00	$97.00	$24,250.00	$175.00	$43,750.00	$74.00	$18,500.00
22	24" RCP	LF	365	$70.05	$25,568.25	$140.00	$51,100.00	$84.00	$30,660.00	$85.00	$31,025.00	$97.00	$35,405.00	$175.00	$63,875.00	$74.00	$27,010.00
23	36x23" RCAP	LF	770	$105.74	$81,419.80	$260.00	$200,200.00	$125.00	$96,250.00	$137.00	$105,490.00	$162.00	$124,740.00	$275.00	$211,750.00	$134.00	$103,180.00
24	51"x31" RCAP	LF	140	$171.27	$23,977.80	$320.00	$44,800.00	$190.00	$26,600.00	$191.00	$26,740.00	$301.00	$42,140.00	$300.00	$42,000.00	$250.00	$35,000.00
25	Drain Manhole - 4' Diameter	EA	1	$5,404.54	$5,404.54	$4,100.00	$4,100.00	$4,600.00	$4,600.00	$4,500.00	$4,500.00	$4,471.00	$4,471.00	$8,500.00	$8,500.00	$5,300.00	$5,300.00
26	Curb Inlet	EA	13	$3,373.38	$43,853.94	$3,500.00	$45,500.00	$3,900.00	$50,700.00	$5,800.00	$75,400.00	$5,675.00	$73,775.00	$3,500.00	$45,500.00	$5,350.00	$69,550.00
27	Catch Basins	EA	1	$4,092.09	$4,092.09	$3,500.00	$3,500.00	$5,000.00	$5,000.00	$9,500.00	$9,500.00	$4,793.00	$4,793.00	$8,500.00	$8,500.00	$5,600.00	$5,600.00
28	Class "B" Concrete Structures	CY	8	$1,458.00	$11,664.00	$4,500.00	$36,000.00	$1,600.00	$12,800.00	$3,000.00	$24,000.00	$2,159.00	$17,272.00	$2,600.00	$20,800.00	$1,725.00	$13,800.00
29	Reinforcing Steel	LBS	660	$3.21	$2,118.60	$6.00	$3,960.00	$4.00	$2,640.00	$5.50	$3,630.00	$5.50	$3,630.00	$4.00	$2,640.00	$3.00	$1,980.00
30	Casting and Gratings	LBS	1300	$2.92	$3,796.00	$6.00	$7,800.00	$5.00	$6,500.00	$3.00	$3,900.00	$10.00	$13,000.00	$9.00	$11,700.00	$5.00	$6,500.00
31	Removal of Concrete Ditch	LF	135	$48.60	$6,561.00	$30.00	$4,050.00	$59.00	$7,965.00	$60.00	$8,100.00	$9.00	$1,215.00	$30.00	$4,050.00	$20.00	$2,700.00
32	Concrete Trapizoidal Ditch (4" Thick)	CY	18	$1,078.92	$19,420.56	$500.00	$9,000.00	$930.00	$16,740.00	$678.00	$12,204.00	$432.00	$7,776.00	$1,500.00	$27,000.00	$1,200.00	$21,600.00
33	#200 RipRap	TON	50	$95.03	$4,751.50	$150.00	$7,500.00	$98.00	$4,900.00	$260.00	$13,000.00	$199.00	$9,950.00	$190.00	$9,500.00	$210.00	$10,500.00
34	Desnagging & Grading Ditch Outfall	LF	100	$129.60	$12,960.00	$40.00	$4,000.00	$98.00	$9,800.00	$95.00	$9,500.00	$9.00	$900.00	$50.00	$5,000.00	$92.00	$9,200.00
35	Rollover Curb	LF	1200	$30.33	$36,396.00	$30.00	$36,000.00	$35.00	$42,000.00	$45.00	$54,000.00	$33.00	$39,600.00	$50.00	$60,000.00	$44.00	$52,800.00
36	Chain Link Fence (Existing Fence Along Conc. Dit	LF	100	$45.14	$4,514.00	$70.00	$7,000.00	$42.00	$4,200.00	$60.00	$6,000.00	$73.00	$7,300.00	$250.00	$25,000.00	$30.00	$3,000.00
37	Remove and Replace Concrete Drive (4" Thick)	SF	3400	$19.22	$65,348.00	$10.00	$34,000.00	$14.00	$47,600.00	$13.50	$45,900.00	$8.00	$27,200.00	$30.00	$102,000.00	$14.00	$47,600.00
					$848,361.88		$1,093,810.00		$833,405.00		$931,979.00		$982,718.00		$1,327,215.00		$849,970.00

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

I HAVE REVIEWED THESE BIDS AND HEREBY CERTIFY THAT THEY ARE ACCURATE;

HUNTER SONIER, E.I.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Host Site and Gravel Installation Project**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000 Ext. 315**

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Shepard State Park RV Host Site and Gravel Installation, in the amount not to exceed $7,500.00

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the Grants and Projects Department requests authorization to enter into a Professional Services Agreement with Seymour Engineering for the work associated with the Shepard State Park RV Host Site and Gravel Installation Project; and

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund, in an amount not to exceed $1.5 million, to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites at Shepard State Park; and

WHEREAS, the remaining funding for the project will be used to create an additional host site within the RV park including the placement of stone, installation of electrical, sewer and water lines, concrete work, and saw cutting asphalt; and

WHEREAS, Seymour Engineering will provide the City with services that include engineering plans and specifications for constructing a new RV Host Site, obtain quotes for the proposed scope of work, and oversight will be provided to ensure the project is built in compliance with plans and specifications; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide these services in the amount not to exceed $7,500.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for the Shepard State Park RV Host Site and Gravel Installation Project is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: March 26, 2026

Subject: Shepard State Park RV Host Site and Gravel Installation Project – Professional Service Agreement with Seymour Engineering

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a professional service agreement with Seymour Engineering for work associated with the Shepard State Park RV Host Site and Gravel Installation Project in an amount not to exceed $7,500.

BACKGROUND:
Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed $1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites at Shepard State Park.

The remaining funding for the project will be used to create an additional host site within the RV park including the placement of stone, installation of electrical, sewer and water lines, concrete work, and saw cutting asphalt.

DISCUSSION:
Seymour Engineering will provide services that include engineering plans and specifications for constructing a new RV Host Site, obtain quotes for the proposed scope of work, oversight will be provided to ensure the project is built in compliance with the plans and specifications.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Shepard State Park RV Host Site and Gravel Installation Project in an amount not to exceed $7,500.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering, as presented.

ATTACHMENT(S):

1. Professional Service Agreement

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors

925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350

Agreement
City of Gautier / Seymour Engineering, PLLC
Shepard State Park RV Host Site & Gravel Installation Agreement

This **AUTHORIZATION TO PROCEED** (Agreement) is between the City of Gautier, (Client) and Seymour Engineering, PLLC. (Consultant) for Engineering Services to be provided by Consultant for Shepard State Park RV Host Site & Gravel Installation.

The Consultant shall complete the following Scope of Work as outlined in this Agreement. Furthermore, Client shall compensate Consultant as time and work progresses in relation to the cost stated below. Consultant agrees to complete all work as identified within Agreement and shall not expand beyond the approved Scope of Work, unless an amended Agreement has been approved by both the Consultant and Client.

Scope of Work

- Provide engineering plans and specifications to obtain quotes for constructing a new RV Host Site and install additional gravel on existing RV sites.
- Obtain quotes for the proposed Scope of Work
- Oversight will be provided to ensure the project is built in compliance with the plans and specifications.

Cost: Lump Sum - $7,500.00

SEYMOUR ENGINEERING, PLLC	**CITY OF GAUTIER**
Mark M. Seymour, Jr., E,E, Date **President**	**Carlos Moulds Date** **City Manager**

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approve the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building Water Line Replacement Project**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000 ext. 315**

Summary Explanation: Approval of Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building Water Line Replacement Project in the amount not to exceed $79,625

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, The Grants and Projects Department requests council to approve the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building Water Line Replacement Project; and

WHEREAS, this project consisted of replacing approximately 400 linear feet of portable water lines from copper to CPVC; 1 hot water heater; 2 safety showers with eyewash, and 1 mixing valve; and

WHEREAS, the Substantial Completion of the project was achieved on March 12, 2026. Seymour Engineering has reviewed the Certificate of Substantial Completion and Final Pay Application and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the Certificate of Substantial Completion and Final Pay Application, as presented; and

IT IS HEREBY ORDERED that the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building Water Line Replacement Project is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants & Projects Director

Date: March 27, 2026

Subject: Section 592 Chemical Building Water Line Replacement Certificate of Substantial Completion, and Final Pay Application

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REQUEST:
The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building and Water Line Replacement Project in an amount not to exceed $79,625.

BACKGROUND:
The project is authorized to provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592").

There are five (5) water and sewer system rehabilitation projects: Southeast Gautier Infiltration & Inflow Improvements; West Park Drive Drainage; Singing River Mall Property Water and Sewer Main Improvements; Bucks Road Lift Station Replacement; and the Replacement of Copper Pipe at the Public Works Chemical Building. These projects include the replacement or rehabilitation of the water supply well and lines, as well as measures to address sanitary sewer overflows, ensuring full compliance with environmental standards set by the EPA within the City of Gautier.

The agreement with the Department of the Army, Corps of Engineers (USACE) was signed and terms agreed to on August 13, 2024, at the signing ceremony for the projects. The total project cost is estimated to be $3,600,000. The cost share agreement will be 75% federally funded and 25% non-federally funded.

The environmental assessment and public review of the projects were completed in June 2025. Each project under the Gautier Waer and Sewer Improvements (Section 592) will be advertised and bid out separately.

The chemical building water line replacement consisted of replacing approximately 400 linear feet of potable water lines from copper to CPVC; 1 hot water heater; 2 safety showers with eyewash, and 1 mixing valve.

DISCUSSION:
The Certificate of Substantial Completion was received from Seymour Engineering along with the final pay application. The contractor completed or corrected the items listed in the substantial completion document within a one (1) week period from the date of Substantial Completion that was reached on March 12, 2026.

Seymour Engineering has reviewed the final pay application and Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion and Final Pay Application for the Section 592 Chemical Building and Water Line Replacement Project in an amount not to exceed $79,625.

The City Council may:
1. Authorize approval of Certificate of Substantial Completion and final pay application as presented; or
2. Not authorize approval of Certificate of Substantial Completion and final pay application, as presented.

ATTACHMENT(S):
1. Certificate of Substantial Completion
2. Final Pay Application

Certificate of Substantial Completion

Project: Section 592 Chemical Building Water Line Replacement Replacement	Owner: City of Gautier	Owner's Contract No.:
Contract: Replace water line, hot water heater, safety showers with eyewash, and mixing valve		Date of Contract: November 4, 2025
Contractor: Brotherhood Service Company, LLC		Engineer's Project No.: 23-066.05.02

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

March 12, 2026

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: None

The following documents are attached to and made part of this Certificate: Punch List

This Certificate does not constitute acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date 3/16/26
Accepted by Contractor	Date 3/16/26
Accepted by Owner	Date

SEYMOUR ENGINEERING

Civil Engineers & Professional Land Surveyors

March 16, 2026

Carlos Moulds
City Manager
City of Gautier
3330 US 90
Gautier, Mississippi 39533

RE: Pay Application #1
Section 592 Infrastructure Improvement Project
Chemical Building Water Line Replacement

Dear Mr. Moulds:

Enclosed, please find Pay Application #1 to be considered for approval by the City Council at the next meeting. I have reviewed this pay application and find that it is an accurate request according to the amount of work that has been completed since the project began.

With that said, I recommend that the City of Gautier pay Brotherhood Service Company, LLC in the amount of $79,625.00. This is the first payment application, and it will also serve as the final payment. Please do not hesitate to contact me should you have any questions.

Respectfully,
SEYMOUR ENGINEERING

Kyle J. Tootle
Project Manager

Enclosures: Brotherhood Service Company, LLC Pay Application #1

925 Tommy Munro Dr., Ste. G, Biloxi, MS 39532
Phone: 228-385-2350 Fax: 228-385-2353 Email: se@seymoureng.com

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE (1) OF TWO (2) PAGES

TO OWNER:
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39533

PROJECT: Section 592 Infrastructure Improvement - Chemical Building Water Line Replacement
Address: 3305 Gautier Vancleave Road
Gautier, MS 39533

APPLICATION NO: 1

PERIOD TO: 1/26/26 - 3/12/26

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Brotherhood Service Company, LLC
6826 Old 63 N
Lucedale, MS 39452

VIA ARCHITECT: Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

PROJECT NO: 23-066.05

CONTRACT FOR: The City of Gautier, Mississippi

CONTRACT DATE: January 26, 2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 79,625.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 79,625.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 79,625.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$	
b. 0 % of Stored Material (Column F on G703)	$ 0	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 79,625.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ 79,625.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Brotherhood Service Company, LLC

By: Benjamin McLeod, Jr. - President Date: 13 March 26

State of Mississippi County of: George
Subscribed and sworn to before me this 13th day of March 2026
Notary Public: Madison P. Havard
My Commission Expires: June 2, 2028

STATE OF MISSISSIPPI
MADISON HAVARD
NOTARY PUBLIC
George County
Commission Expires
June 2, 2028
COMMISSION NUMBER 472002

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ $79,625.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 3/16/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET *AIA DOCUMENT G703*

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 3/12/2026
PERIOD TO: /26/26 - 3/12/26
PROJECT NO: 23-066.05
Chemical Building Water Line

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Replacement of Portable Water Lines including Replacing Hot Water Heater, Safety Showers with Eyewash Station & Mixing Valve	$ 79,625.00		$ 79,625.00	$ -	$ 79,625.00 $ -	100.00%		
	CHANGE ORDERS (IF APPLICABLE):	$ -	$ -	$ -	$ -	$ -			$ -
	GRAND TOTALS	$ 79,625.00	$ -	$ 79,625.00	$ -	$ 79,625.00	100%	$ -	

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Authorization to accept sponsorships for the City of Gautier's Jamal Roberts concert**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000**

Summary Explanation: Authorization to accept sponsorships for the City of Gautier's Jamal Roberts concert

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
Ward 5	**Elbin**	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier is hosting the Jamal Roberts Concert on April 12, 2026, at 5:00 p.m. as a community event intended to provide family-friendly entertainment and promote community engagement; and

WHEREAS, the City of Gautier has partnered with local businesses and organizations to support the event through sponsorship opportunities; and

WHEREAS, the City has received sponsorship commitments in the amount of $1,500 each from the following: MS Songwriters Alliance, Seymour Engineering, Bordis | Danos | Pierce, and Gulf Breeze Landscaping; and

WHEREAS, each sponsorship includes defined promotional and hospitality benefits provided by the City in exchange for the sponsorship investment, including:

- A private sponsor booth accommodating up to eight (8) guests;
- Eight (8) adult beverage tickets;
- One (1) VIP parking pass;
- Prominent event signage at the concert venue; and
- Live promotional acknowledgment during the concert; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these sponsorships is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorships from MS Songwriters Alliance ($1,500), Seymour Engineering ($1,500), Bordis | Danos | Pierce ($1,500) , and Gulf Breeze Landscaping ($1,500) for the Jamal Roberts Concert on April 12, 2026 is hereby approved and accepted.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

To: Carlos Moulds, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/31/2026
Subject: Approval to accept the sponsorships for the City of Gautier's Jamal Roberts Concert

---

REQUEST:
The Recreation Department is seeking authorization from City Council to accept the following monetary donations for The City of Gautier's Jamal Roberts Concert to be held April 12, 2026, at 5pm.

BACKGROUND:
This event is intended to provide a high-quality, family-friendly entertainment opportunity for residents and visitors while promoting community engagement and enhancing the cultural offerings within our city. Community partners and local businesses have expressed interest in contributing financially to support event expenses such as stage production, sound, security, marketing, and related logistical needs. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact on local businesses within the City of Gautier.

DISCUSSION:
The City of Gautier has received monetary donations from the following sponsors:
1. $1500 MS Song Writers Alliance
2. $1500 Seymour Engineering
3. $1500 Gulf Breeze Landscaping

RECOMMENDATION:
The Recreation Department recommends that City Council approve the above monetary donations for the Cruisin Jamal Roberts Concert to be held April 12, 2026, at 5pm.
.The City Council may:
1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:
1. Sponsors

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approve the Notice of Termination for the Rental Agreement at 2808 Highway 90**
Introduced by:	
Contact Person/Telephone	**Carlos Moulds 497-8000**

Summary Explanation: Approve the Notice of Termination for the Rental Agreement at 2808 Highway 90

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the City of Gautier entered into a lease agreement with Glen Reeves State Farm Insurance for office space located at 2808 Highway 90, Gautier, Mississippi; and

WHEREAS, said lease agreement is on a month-to-month basis and may be terminated by either party upon thirty (30) days written notice; and

WHEREAS, City staff has reviewed the current use of the property and recommends termination of the lease agreement in order to better serve the City's interests; and

WHEREAS, the City desires to provide formal notice of termination in accordance with the terms of the lease agreement; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City approves the termination of the lease agreement with Glen Reeves State Farm Insurance for the property located at 2808 Highway 90.

IT IS FURTHER ORDERED that the City Manager is authorized to issue a written notice of termination in accordance with the lease provisions requiring thirty (30) days notice and to execute any and all documents necessary to carry out the intent of this Order.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

Glen Reeves
State Farm Insurance
2808 Highway 90
Gautier, Mississippi 39553

April 2, 2026

RE: Notice of Termination of Lease Agreement

Dear Mr. Reeves:

Please accept this letter as formal written notice that the City of Gautier, Mississippi is terminating the existing lease agreement, as attached, for the premises located at 2808 Highway 90, Gautier, Mississippi, currently occupied by State Farm Insurance.

Pursuant to the terms of the lease agreement, which provides for termination upon thirty (30) days written notice**,** this letter shall serve as the City's official notice of termination. Accordingly, the lease shall terminate effective thirty (30) days from the date of this letter.

The City appreciates your tenancy and cooperation during the term of this agreement. Please coordinate with City staff regarding any necessary arrangements for vacating the premises and finalizing any outstanding matters.

Should you have any questions, please feel free to contact my office.

Sincerely,

Carlos Moulds
City Manager
City of Gautier, Mississippi

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

ORDER NUMBER 083-2025

WHEREAS, the City of Gautier has obtained ownership of the property located at 2808 Highway 90, Gautier, MS; and

WHEREAS, Glen Reeves, requests to continue to lease an office on a month-to-month basis; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Real Estate Agreement between the City of Gautier and Glen Reeves, State Farm Insurance is hereby approved, pursuant to the attached agreement.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 15, 2025.

REAL ESTATE LEASE

THIS REAL ESTATE LEASE AGREEMENT ("Lease") is entered into as of the _____, by and between the City of Gautier, Mississippi, whose principal address is 3330 HWY 90, Gautier, MS 39564, hereinafter referred to as "Landlord," and Glen Reeves State Farm Insurance, whose principal address is 2808 HWY 90, Gautier, Mississippi 39553, hereinafter referred to as "Tenant." The purpose of this Lease is to set forth the terms and conditions under which the Landlord leases to the Tenant certain premises located at 2808 HWY 90, Gautier, Mississippi 39553 (hereinafter "the Property"), for use exclusively as office space.

I. LEASE TERM

This Lease shall commence on the date of execution by both parties and shall continue on a month-to-month basis until terminated by either party. Termination of this Lease requires thirty (30) days written notice prior to the intended termination date by either the Landlord or the Tenant.

II. LEASED PREMISES

The leased premises include approximately 750 square feet of office space located at 2808 HWY 90 currently occupied by Tenant for use as a State Farm agency.

III. RENT

The Tenant shall pay to the Landlord, City of Gautier, Mississippi, rent for the premises at an amount of $850.00 each month, which the parties agree is good and valuable consideration. Additionally, Tenant has occupied the Property for five (4) months (December 2024, January 2025, February, 2025, March 2025, and April 2025), for which Tenant has not paid rent. As such, in order to comply with state law, Tenant hereby agrees to make an immediate payment of $4,250.00 to Landlord, for those five months. Regular payments shall be due on the first day of each month during the term of this lease. If rent is not paid within five (5) days of the due date, a late fee of 5% of the monthly rent amount shall be applied.

IV. USE OF PREMISES

The Property leased under this agreement shall be used by the Tenant exclusively for office purposes. No part of the premises shall be used at any time during the term of this lease for the purpose of carrying on any other activity without the prior written consent of the City of Gautier, Mississippi. The Tenant shall not use, or permit the use of, the premises in a manner that is unlawful, creates damage, causes nuisance, or infringes on the rights of any neighbors.

VIII. DEFAULT AND REMEDIES

In the event of a default by Tenant, which shall include, but not be limited to, failure to pay rent when due, failure to comply with any term, provision, or covenant of this Lease, or failure to maintain the leased premises in a condition acceptable to Landlord, Tenant shall have a grace period of ten (10) days after written notice from Landlord to cure any such default. If Tenant fails to cure the default within this grace period, Landlord shall have the right, but not the obligation, to take any one or more of the following actions:

A. Terminate this Lease and repossess the leased premises, without prejudice to any other remedy which might be available to Landlord for Tenant's breach of Lease;
B. Enter upon the leased premises and attempt to remedy the default at Tenant's expense, which shall be payable as additional rent; and
C. Reduce or suspend services provided to Tenant.

IX. SUBLETTING AND ASSIGNMENT

Notwithstanding any other provision of this Lease, Tenant shall not sublet any portion of the Premises or assign this Lease in whole or in part without the prior written consent of Landlord, which may be withheld for any reason whatsoever in the discretion of the Landlord. Any attempt to sublet or assign without such consent shall be void and shall constitute a material breach of this Lease.

Should Landlord consent to any subletting or assignment, Tenant shall ensure that any sublessee or assignee agrees in writing to be bound by the terms of this Lease. Tenant shall provide Landlord with a copy of any such agreement within ten (10) days of its execution.

In the event of any permitted subletting or assignment, Tenant shall remain fully responsible and liable for the payment of rent and for compliance with all of the obligations of Tenant under this Lease. No subletting or assignment shall release Tenant from any of its obligations under this Lease.

X. GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict of laws principles. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Mississippi for any disputes arising out of or related to this Lease.

XI. DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with this Real Estate Lease, including any question regarding its existence, validity, or termination, the parties, namely the City of Gautier, Mississippi ("Landlord") and Glen Reeves State Farm Insurance ("Tenant"), agree to

XV. MISCELLANEOUS

- **Right of Reentry:** The Landlord retains the right to reenter the premises at any reasonable time for the purposes of inspection, repair, or maintenance, and in the event of the Tenant's breach of any lease terms, to repossess the premises.
- **Insurance:** The Tenant is required to maintain insurance coverage at a level specified by the Landlord, which may exceed standard requirements. Proof of insurance must be provided to the Landlord upon request.
- **Indemnification:** The Tenant agrees to indemnify and hold the Landlord harmless from any claims, damages, or expenses arising from the Tenant's use of the premises, except for those resulting from the Landlord's negligence or willful misconduct.
- **Lease Termination:** The Landlord reserves the right to terminate the lease under certain conditions, such as the Tenant's failure to comply with lease terms, with notice as specified in the lease agreement.

WITNESS THE EXECUTION of this instrument on the date first hereinabove recited for the effective date of April 22, 2025.

GLEN REEVES STATE FARM INSURANCE

BY: Glen Reeves
GLEN REEVES, Owner

THE CITY OF GAUTIER, MISSISSIPPI

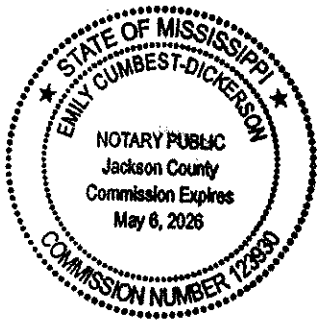
BY: Paula Yancey
PAULA YANCEY, City Manager

STATE OF Mississippi

COUNTY OF Jackson

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named PAULA YANCEY, who acknowledged to me that she is the City Manager of the City of Gautier, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said municipality, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of April, A.D., 2025.



NOTARY PULBIC

My Commission Expires: May 6, 2026

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approval of the Contract for Musical Services with Unfazed Show & Band LLC**
Introduced by:	
Contact Person/Telephone	**Carlos Moulds 497-8000**

Summary Explanation: Approval of the Contract for Musical Services with Unfazed Show & Band LLC

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the City of Gautier desires to provide musical entertainment for a City-sponsored event; and

WHEREAS, Unfazed Show & Band LLC has agreed to provide live musical performance services for said event on April 12, 2026; and

WHEREAS, the agreement outlines that Unfazed Show & Band LLC will provide professional musical services, including sound equipment and performance, with the City providing necessary accommodations such as dressing space and refreshments; and

WHEREAS, the total compensation for said services is in the amount of Three Thousand Dollars ($3,000.00), payable in a lump sum on the date of the event; and

WHEREAS, staff has reviewed the contract and recommends approval as it serves the public interest and supports City event programming; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract between the City of Gautier and Unfazed Show & Band LLC for Musical Services on April 12, 2026, in the amount of $3,000, is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract (this "Contract") is made effective as of Feb. 9, 2026 (the "Effective Date") by and between the City of Gautier, of Gautier, Ms, and Unfazed Show & Band LLC, of 6642 Sugarcane Cir, Ocean Springs, Mississippi 39564.

DESCRIPTION OF SERVICES. Beginning on April 12, 2026, Unfazed Show & Band LLC will provide to City of Gautier the following musical services (collectively, the "Services"): Live Performance for city event.

PERFORMANCE OF SERVICES. (1). Unfazed Show & Band shall arrive at least four hours before the starting time to set-up and conduct sound check. Unfazed Show & Band shall perform music to suit the right mood of the event. Unfazed Show & Band shall have an unlimited collection of songs. Music shall be performed with breaks throughout the agreed upon period of time. (2). Unfazed Show & Band shall have high quality microphone and sound equipment. Unfazed Show & Band shall ensure optimum sound blend and reproduction for the venue site. (3). City of Gautier shall provide dressing room facilities for Unfazed Show & Band. (4). City of Gautier shall also provide food and other refreshments for Unfazed Show & Band. (5). N/A shall provide hotel accommodations.

PAYMENT. City of Gautier shall pay compensation for Unfazed Show & Band for the musical services in the amount of $3000. This compensation shall be payable in a lump sum upon arrival at event day of the musical services. No deposit required.

TERM. City of Gautier and Unfazed Show & Band agree that this Contract shall commence on the above date and terminate on April 12, 2026. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Unfazed Show & Band is an independent contractor with respect to City of Gautier, and not an employee of City of Gautier.

INDEMNIFICATION. Unfazed Show & Band agrees to indemnify and hold harmless City of Gautier from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against City of Gautier that result from the acts or omissions of Unfazed Show & Band, Unfazed Show & Band members, if any, and Unfazed Show & Band's agents.

FORCE MAJEURE. If performance of this Contract or any obligation under the Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergences, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Mississippi.

NOTICE. Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by Carlos Moulds on behalf of City of Gautier and by Cedric Goodman on behalf of Unfazed Show & Band. This Agreement is effective as of the date first above written.

Client:

_____

By: _____ Date: _____

Musician:

Unfazed Show & Band LLC

Feb. 9, 2026

By:  Date: _____

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**April 7, 2026**
Title:	**Approval of the Contract for Musical Services with Party at the Moontower**
Introduced by:	
Contact Person/Telephone	**Carlos Moulds 497-8000**

Summary Explanation: Approval of the Contract for Musical Services with Party at the Moontower

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Second Made by:													
Vaughan	☐	**Minor**	☐	**George**	☐	**Jackson**	☐	**Jamison**	☐	**Fuller**	☐	**Elbin**	☐

Voted as follows:		**Ayes**	**Nays**	**Abstained**	**Absent**
Mayor	**Vaughan**	☐	☐	☐	☐
At Large	**Minor**	☐	☐	☐	☐
Ward 1	**George**	☐	☐	☐	☐
Ward 2	**Jackson**	☐	☐	☐	☐
Ward 3	**Jamison**	☐	☐	☐	☐
Ward 4	**Fuller**	☐	☐	☐	☐
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 000-2026

WHEREAS, the City of Gautier desires to provide musical entertainment for a City-sponsored event; and

WHEREAS, Party at the Moontower has agreed to provide live musical performance services for said event on April 12, 2026; and

WHEREAS, the agreement outlines that Party at the Moontower will provide professional musical services, including sound equipment and performance, with the City providing necessary accommodations such as dressing space and refreshments; and

WHEREAS, the total compensation for said services is in the amount of Three Thousand Dollars ($3,000.00), payable in a lump sum on the date of the event; and

WHEREAS, staff has reviewed the contract and recommends approval as it serves the public interest and supports City event programming; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Contract between the City of Gautier and Party at the Moontower for Musical Services on April 12, 2026, in the amount of $3,000, is hereby approved.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 7, 2026.

CONTRACT FOR MUSICAL SERVICES

This Musical Performance Contract (this "Contract") is made effective as of Feb. 9, 2026 (the "Effective Date") by and between the City of Gautier, of Gautier, MS, and Party at the Moontower, of_____.

DESCRIPTION OF SERVICES. Beginning on April 12, 2026, Party at the Moontower will provide to City of Gautier the following musical services (collectively, the "Services"):
Live Performance for city event.

PERFORMANCE OF SERVICES. (1). Party at the Moontower shall arrive at least four hours before the starting time to set-up and conduct sound check. Party at the Moontower shall perform music to suit the right mood of the event. Party at the Moontower shall have an unlimited collection of songs. Music shall be performed with breaks throughout the agreed upon period of time. (2). Party at the Moontower shall have high quality microphone and sound equipment. Party at the Moontower shall ensure optimum sound blend and reproduction for the venue site. (3). City of Gautier shall provide dressing room facilities for Party at the Moontower. (4). City of Gautier shall also provide food and other refreshments for Party at the Moontower. (5). N/A shall provide hotel accommodations.

PAYMENT. City of Gautier shall pay compensation for Party at the Moontower for the musical services in the amount of $3000. This compensation shall be payable in a lump sum upon arrival at event day of the musical services. No deposit required.

TERM. City of Gautier and Party at the Moontower agree that this Contract shall commence on the above date and terminate on April 12, 2026. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

RELATIONSHIP OF PARTIES. It is understood by the parties that Party at the Moontower is an independent contractor with respect to City of Gautier, and not an employee of City of Gautier.

INDEMNIFICATION. Party at the Moontower agrees to indemnify and hold harmless City of Gautier from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against City of Gautier that result from the acts or omissions of Party at the Moontower, Party at the Moontower members, if any, and Party at the Moontower's agents.

FORCE MAJEURE. If performance of this Contract or any obligation under the Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergences, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of the party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties.

ENTIRE CONTRACT. This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of Mississippi.

NOTICE. Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by Carlos Moulds on behalf of the City of Gautier and by Marlowe Ramirez on behalf of Party at the Moontower. This Agreement is effective as of the date first above written.

Client:

_____

By:_____ Date:_____

Musician: Party at the Moontower

_____

By:_____ Date:_____

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 7, 2026

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
