AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 2, 2026 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be June 25th, starting at 11am at Gautier Town Commons.
2. Gautier Farmers Market will be Saturday, June 13th, from 8am until 12pm at Gautier Town Commons.

IV. Presentation Agenda

1. Proclamation Recognizing Jean Baptiste Baudreau dit Graveline
2. Presentation by Elrico Tunstall, Founder-Chief Executive Talent Manager for Elrico Studios, LLC

V. Business Agenda

1. 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 Recessed Council Meeting held May 19, 2026
2. Authorization to enter a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA funding
3. Authorization to award and approve the Contracts for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaster Response Services and Supplies
4. Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

5. **Authorization to waive the rental fee for use of the Gautier Senior Center by Life Ministries, Inc. for a Food Ministry Give-Away on June 24th, July 22nd, and August 26th, 2026.**

6. **Resolution approving the In-Kind Service Request for the Gautier Alumni Association's Day in the Park event on Saturday, June 13, 2026**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Recess until June 8, 2026 at 4:15pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 2, 2026

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Tasty Thursday will be June 25th, starting at 11am at Gautier Town Commons.**

2. **Gautier Farmers Market will be Saturday, June 13th, from 8am until 12pm at Gautier Town Commons.**

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

NATURE'S PLAYGROUND

GAUTIER

MISSISSIPPI

COME BE A PART OF

GAUTIER FARMERS MARKET

MAY 9TH

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

2800 HWY 90 - TOWN COMMONS

TO BECOME A VENDOR

CALL 228-497-2244

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
June 2, 2026

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Proclamation Honoring Jean Baptiste Baudreau dit Graveline**

2. **Presentation by Elrico Tunstall, Founder-Chief Executive Talent Manager for Elrico Studios, LLC**

NOTES:

State of Mississippi
City of Gautier

PROCLAMATION

A Proclamation Honoring Jean-Baptiste Baudreau dit Graveline
In Commemoration of the City's 40th Anniversary and the Nation's 250th Anniversary

WHEREAS, Jean-Baptiste Baudreau dit Graveline was among the earliest French settlers on the Mississippi Gulf Coast, arriving with the French colonial expedition that helped establish a permanent presence in the region around 1700; and

WHEREAS, following his service to the French colony, he settled along the Pascagoula River in what is now the City of Gautier, becoming one of the earliest documented European residents of the area; and

WHEREAS, his legacy endures through local landmarks bearing his name, including Graveline Bay, Graveline Bayou, Graveline Road, and the historical marker commemorating his contributions to the region's history; and

WHEREAS, Jean-Baptiste Baudreau dit Graveline represents the rich cultural heritage and early settlement history that helped shape Gautier, Jackson County, and the Mississippi Gulf Coast; and

WHEREAS, as the City of Gautier celebrates its 40th Anniversary and the Nation commemorates its 250th Anniversary, it is fitting to recognize those whose lives and contributions form part of our community's earliest history;

NOW, THEREFORE, I, Casey Vaughan, Mayor of the City of Gautier, Mississippi, do hereby proclaim June 2, 2026, as

JEAN-BAPTISTE BAUDREAU DIT GRAVELINE DAY

and encourage all citizens to reflect upon and appreciate the historical legacy he leaves to our community.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi to be affixed on this the 2nd day of June, 2026.

Mayor Casey Vaughan
City of Gautier, Mississippi

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**June 2, 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 June 2, 2026.

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG ENTERPRISE FUND	262386	06/02/2026	05/21/2026			13,856.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 TR USACE WIRE: FUND 364			05052026	05/05/2026			13,856.27
001	MS MUNICIPAL LEAGUE	262401	06/02/2026	05/26/2026			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-559 CMO BASIC GRAD: FULLER,L			05202026	05/20/2026			35.00
001	ANTHONY S DODSON	262402	06/02/2026	05/26/2026			800.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: MSFA FF I/II			06152026	05/14/2026			800.00
001	MICHAEL S RUSSELL JR	262403	06/02/2026	05/26/2026			800.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: MSFA FF I/II			06152026	05/14/2026			800.00
001	ADRIANNE CRAWFORD RHOADS	262404	06/02/2026	05/26/2026			1,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 SPECIAL PROSECUTER 2 HRS			05112026	05/12/2026			1,200.00
001	AGJ SYSTEMS & NETWORKS INC	262405	06/02/2026	05/26/2026			5,444.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 JUN 2026: MSP COMP/ENDPT DET			MSP-131739	06/01/2026			4,341.00
	001-092-606 JUN 2026: MS365 E-74; B-34			131832	06/01/2026			630.00
	001-092-606 JUN 2026: LITIGATN HOLD (17)			131832	06/01/2026			53.55
	001-092-606 JUN 2026: BACKUP SERVER (2)			131859	06/01/2026			420.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	262407	06/02/2026	05/26/2026			550.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-642 STEAK & STEAK: MENTOR			06182026	05/22/2026			550.00
001	FAMILY FROZEN FOODS	262408	06/02/2026	05/26/2026			146.56	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-511 SUPPLIES: SR LUNCHEON			P8321	05/19/2026			146.56
001	VARIETY OUTLET	262409	06/02/2026	05/26/2026			222.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-511 SUPPLIES: SR LUNCHEON			05152026	05/15/2026			222.00
001	DELTA COMPUTER SYSTEMS INC	262410	06/02/2026	05/26/2026			471.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 JUN 2026 ACCT SW MNT 50%			DHLMN21918	05/15/2026			259.70
	001-092-606 JUN 2026 PRIV LIC SW MAINT			DHLMN21919	05/15/2026			212.00
001	PITNEY BOWES INC	262412	06/02/2026	05/26/2026			299.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-559 RED INK CART (2): PSTG MACH			1029455190	05/14/2026			299.18

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TRAVELERS CL REMITTANCE CENTER	262413	06/02/2026	05/26/2026			494.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-625 ADD: 2026 FORD #2778			4394J5094	04/14/2026			273.00
	001-092-625 ADD: 2026 DODGE RAM #4602			4394J5094	05/07/2026			221.00
001	WARREN PAVING INC	262423	06/02/2026	05/26/2026			581.81	
	001-201-576 5.69 TNS ASPHALT: ST REPAIRS			125820	05/12/2026			581.81
001	C SPIRE WIRELESS	262424	06/02/2026	05/26/2026			665.70	
	001-100-605 POLICE CEL PHONES			0032680896	05/11/2026			493.30
	001-100-606 DATA CARDS (5)			0032680896	05/11/2026			172.40
001	GLOBALSTAR	262425	06/02/2026	05/26/2026			104.24	
	001-092-605 MONTHLY SERVICE			113202582	05/16/2026			104.24
001	DEPT PUBLIC SAFETY	262426	06/02/2026	05/26/2026			720.00	
	001-100-699 ANALYTICAL FEES(APR 2026)			90174693	05/15/2026			720.00
001	SPARKLIGHT	262427	06/02/2026	05/26/2026			62.38	
	001-100-699 MAY 2026:CBL BOX 28848			05082026	06/07/2026			62.38
001	AT&T	262429	06/02/2026	05/26/2026			39.82	
	001-100-699 NCIC MONITORING			2284970262	05/14/2026			39.82
001	SINGING RIVER ELECTRIC COOPERATIVE	262433	06/02/2026	05/27/2026			691.84	
	001-161-631 MARTIN BLUFF FD 58380001			05172026	05/22/2026			223.45
	001-092-631 CITY LIMIT SIGN 17546			05172026	05/22/2026			46.94
	001-161-631 BROWN FD 95237002			05152026	05/21/2026			421.45
001	FUELMAN	262436	06/02/2026	05/27/2026			4,328.06	
	001-090-525 UNL FUEL			NP70518303	05/18/2026			163.50
	001-100-525 UNL&DSL FUEL			NP70518303	05/18/2026			3,122.84
	001-161-525 UNL&DSL FUEL			NP70518303	05/18/2026			630.52
	001-170-525 UNL&DSL FUEL			NP70518303	05/18/2026			411.20
001	FUELMAN	262438	06/02/2026	05/27/2026			4,468.44	
	001-090-525 UNL FUEL			NP70536616	05/25/2026			88.36
	001-092-525 UNL FUEL			NP70536616	05/25/2026			64.50
	001-100-525 UNL FUEL			NP70536616	05/25/2026			3,088.20
	001-161-525 UNL&DSL FUEL			NP70536616	05/25/2026			651.81
	001-170-525 UNL FUEL			NP70536616	05/25/2026			355.61

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	262438	06/02/2026	05/27/2026			4,468.44	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-525 UNL FUEL			NP70536616	05/25/2026		219.96	
001	RJ YOUNG COMPANY LLC	262440	06/02/2026	05/27/2026			164.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 UNL-J9T600-01 RENTAL FEE			INV8069859	05/26/2026		164.90	
001	RJ YOUNG COMPANY LLC	262441	06/02/2026	05/27/2026			296.04	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 UNL-J9NI00-01 RENTAL FEE			INV7944450	03/02/2026		398.92	
	001-092-698 CR ON ACCT			140334 R	04/24/2026		-102.88	
001	QUALITY TREE AND DEBRIS LLC	262443	06/02/2026	05/27/2026			900.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 REMV DEAD PINE: EAST FENCE LN			05222026	05/22/2026		900.00	
001	DAVID A NELSON	262454	06/02/2026	05/27/2026			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 5/05/26			1016	05/27/2026		80.00	
001	DAMARRIO GAINER	262455	06/02/2026	05/27/2026			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 5/05/26			1016	05/27/2026		80.00	
001	CRYSTAL GRACE NEWBILL	262456	06/02/2026	05/27/2026			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 UMPIRE (2): 5/05/26			1018	05/27/2026		80.00	
001	DAVID FRANKLIN BATES	262457	06/02/2026	05/27/2026			550.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-425 COORDINATOR: WK END 5/04/26			2026-5	05/27/2026		250.00	
	001-170-425 GAME COORD (2): 5/05/26			2026-5	05/27/2026		200.00	
	001-170-425 ALL STAR COORD: WK 5/18/26			2026-5	05/27/2026		50.00	
	001-170-425 ALL STAR COORD: WK 5/25/26			2026-5	05/27/2026		50.00	
001	CAN'T MISS EMBROIDERY	262460	06/02/2026	05/28/2026			315.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-535 SNAG PRF POLO CHRCL MED (3)			30069	02/04/2026	260459	120.00	
	001-161-535 SPORT WICK POLO RED XLT (2)			30069	02/04/2026	260459	78.00	
	001-161-535 SPORT WICK POLO GRY XLT (2)			30069	02/04/2026	260459	78.00	
	001-161-535 SPORT WICK POLO WHT XLT (1)			30069	02/04/2026	260459	39.00	
001	GOODGAMES INC	262461	06/02/2026	05/28/2026			43.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-559 5X7 WHT PVC SIGN (5): RESTRM			114608	05/11/2026	260957	43.75	
001	FOSTERS A/C & HEATING INC	262464	06/02/2026	05/28/2026			910.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 DISAGNOSTIC: 2808 HWY 90			W1190829	05/08/2026	260958	125.00	
	001-092-635 PARTS: MOTOR-DISCONNCT BOX			W1190829	05/08/2026	260958	535.18	
	001-092-635 LABOR			W1190829	05/08/2026	260958	225.00	
	001-092-635 FREIGHT: 2808 HWY 90			W1190829	05/08/2026	260958	25.00	

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STRUTHERS RECREATION LLC	262467	06/02/2026	05/28/2026			480.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	ADPTV SWING SAFETY BELT (2)	1043140201	05/28/2026	260822	458.00
001-170-639	FREIGHT: QUOTE 104314-01-06	1043140201	05/28/2026	260822	45.02
001-170-639	DISCOUNT	1043140201	05/28/2026	260822	-22.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DOUBLE R GAUTIER LLC	262468	06/02/2026	05/28/2026			210.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	24CT NIAGARA WATER (84)	329566	05/22/2026	261015	210.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PHOENIX ENVIRONMENTAL DESIGN INC	262469	06/02/2026	05/28/2026			3,390.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-559	6.8LB ROUNDUP QUIKPRO(20)	04232026	04/23/2026	260864	2,140.00
001-170-559	2.5 GAL PRODIAMINE 4L (5)	04232026	04/23/2026	260864	1,100.00
001-170-559	SHIPPING	04232026	04/23/2026	260864	150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	262470	06/02/2026	05/28/2026			638.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-500	HP936E EVOMORE YEL HY INK	6063348290	05/08/2026	260954	63.96
001-022-500	HP936E EVOMORE MAG HY INK	6063348290	05/08/2026	260954	63.96
001-022-500	HP936E EVOMORE CY HY INK	6063348290	05/08/2026	260954	63.96
001-022-500	HP936E EVOMORE BL HY INK	6063348290	05/08/2026	260954	94.89
001-040-500	DAB N SEAL 4PK (2)	6063348290	05/08/2026	260954	13.00
001-022-500	WOODEN PENCIL #2 72CT	6063348290	05/08/2026	260954	6.93
001-022-500	CLASS LGL FOLDER 10CT	6063348290	05/08/2026	260954	28.96
001-040-500	EXP WALLET CLOSURE LGL 10CT	6063348290	05/08/2026	260954	45.44
001-040-500	LGL MANILA FOLDER 100CT	6063348290	05/08/2026	260954	23.23
001-040-500	TWIST-ERASE MECH PENCIL 2CT	6063348290	05/08/2026	260954	13.29
001-040-500	ONE-TOUCH DESKTOP STAPLER	6063348290	05/08/2026	260954	10.52
001-040-500	BRO TN 770 BL EX HY TONER	6063348290	05/08/2026	260954	151.99
001-040-500	FILE BOX LTR/LGL 20CT	6063348290	05/08/2026	260954	54.75
001-040-500	TWIST ERASE REFILL 3CT (2)	6063348290	05/08/2026	260954	3.84

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	EMERGENCY EQUIPMENT PROFESSIONALS INC	262473	06/02/2026	05/28/2026			3,402.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	LABOR: E-2	529414	05/14/2026	260990	1,110.00
001-161-638	TRANSMISSION CNTRL MODULE	529414	05/14/2026	260990	2,237.17
001-161-638	SHOP SUPPLIES: JOB #22008	529414	05/14/2026	260990	55.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PHILLIPS BUILDING SUPPLY OF GULFPORT	262474	06/02/2026	05/28/2026			414.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-635	3/4 SCNB MACHINED WOOD DOOR	391247	05/22/2026	261006	245.99
001-100-635	CYLINDRICAL PRIVACY LEVER	391247	05/22/2026	261006	168.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	262477	06/02/2026	05/28/2026			484.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-660	2026 FOE CO OFFICER 2 (4)	C65777A	05/26/2026	260736	456.00
001-022-660	SHIPPING & HANDLING	C65777A	05/26/2026	260736	28.00

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	262479	06/02/2026	05/28/2026			3,436.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-500	HP WIRED MOUSE 100 (1)	1DTMVL1XJJ	05/13/2026	260961	9.99
001-090-559	MOBILE "PLAN" FILE CART (3)	1DTMVL1XJJ	05/13/2026	260961	389.94
001-090-559	SHIPPING	1DTMVL1XJJ	05/13/2026	260961	6.99
001-170-638	HL WEATHERBEATER FLOOR MAT	1RHFGR7YHG	05/19/2026	260971	149.99
001-170-500	BF EXEC LTHR OFFICE CHAIR	1RHFGR7YHG	05/19/2026	260971	159.98
001-205-559	8PK 24" FLUORESCENT BULB(6)	13VVR3K1FL	05/26/2026	261013	173.94
001-090-559	GORILLA SUPER GLUE 4PK	13VVR3K1FL	05/26/2026	261013	8.48
001-090-500	DAB N SEAL 4PK	13VVR3K1FL	05/26/2026	261013	10.83
001-161-799	COMM ICE MAKER MACHINE 400LB	1TWJ7NX1VL	05/27/2026	261021	1,077.99
001-161-799	COMM ICE MAKER MACHINE 400LB	1TWJ7NX1VL	05/27/2026	261021	1,077.99
001-161-799	DISCOUNT	1TWJ7NX1VL	05/27/2026	261021	-107.80
001-161-799	SHIPPING	1TWJ7NX1VL	05/27/2026	261021	29.98
001-161-799	5-STAGE REV OSMOSIS WFS (2)	1CMWQDX34K	05/28/2026	261022	447.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	262480	06/02/2026	05/28/2026			2,436.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-704	DELL PRO SLIM W11 PRO	131725	05/19/2026	260996	1,218.39
001-092-704	DELL PRO SLIM W11 PRO	131726	05/19/2026	260997	1,218.39

FUND TOTAL 1 Claims to Checks 40 Total 54,294.45 Manual Held Total 54,294.45

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER	262414	06/02/2026	05/26/2026			4,972.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-628	MAY 2026 LEASE: SOUND	0945635021	05/20/2026		4,972.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	GOODGAMES INC	262462	06/02/2026	05/28/2026			720.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-645	72X32 SPONSOR BANNER (6)	114172	04/07/2026	260835	390.00
004-510-559	14X3 BANNER (2): THE SOUND	114202	04/09/2026	260839	330.00

FUND TOTAL 4 Claims to Checks 2 Total 5,692.00 Manual Held Total 5,692.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
030	GOODWYN MILLS & CAWOOD INC	262445	06/02/2026	05/27/2026			364.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
030-355-763	CONSTRUCTION DOCS 99.0%	2602886	05/26/2026		364.91

FUND TOTAL 30 Claims to Checks 1 Total 364.91 Manual Held Total 364.91

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SEYMOUR ENGINEERING PLLC	262446	06/02/2026	05/27/2026			1,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-763	CONST ADMIN: B-HOUSE 30%		9810	05/21/2026			750.00
	171-176-763	RPR: BATHHOUSE 30%		9810	05/21/2026			500.00
171	ULINE INC	262476	06/02/2026	05/28/2026			1,748.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	PRESS TRTD 6'PICNIC TABLE(3)		207487544	04/30/2026	260904		1,545.00
	171-176-779	SHIPPING		207487544	04/30/2026	260904		203.36

FUND TOTAL 171 Claims to Checks 2 Total 2,998.36 Manual Held Total 2,998.36

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	262415	06/02/2026	05/26/2026			722.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-699	HOSTING FEE MAY 2026	4242	05/15/2026		52.20
176-170-699	SHOPPING CART	4242	05/15/2026		320.00
176-170-699	WEBSITE MAINT 04/15-05/14/26	4242	05/15/2026		350.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	262430	06/02/2026	05/26/2026			190.55	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-605	MTHLY SERV 2 LINES	2284972244	05/14/2026		190.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GOODGAMES INC	262463	06/02/2026	05/28/2026			75.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-559	12X18 GATE SIGN:STOP-SWGS OPN	113750	02/27/2026	260629	75.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	QUALITY TREE AND DEBRIS LLC	262475	06/02/2026	05/28/2026			2,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-699	REMV LRG DEAD PINE: SSP #24	05222026	05/22/2026	260986	2,500.00

FUND TOTAL 176 Claims to Checks 4 Total 3,487.75 Manual Held Total 3,487.75

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC	262447	06/02/2026	05/27/2026			2,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount	
311-300-763	CONST ADMIN 10%	9811	05/21/2026			2,000.00

FUND TOTAL 311 Claims to Checks 1 Total 2,000.00 Manual Held Total 2,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC	262448	06/02/2026	05/27/2026			44,592.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
364-724-762	ENG DESIGN/BIDDING 60%	9809	05/21/2026		12,037.50
364-724-763	CONST ADMIN 30%	9809	05/21/2026		11,400.00
364-724-763	RPR 20%	9809	05/21/2026		21,155.00

FUND TOTAL 364 Claims to Checks 1 Total 44,592.50 Manual Held Total 44,592.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	262387	06/02/2026	05/21/2026			23,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2026: 2018 BOND DS		06012026	06/01/2026		23,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	262388	06/02/2026	05/21/2026			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2026: 2019 BOND DS		06012026	06/01/2026		32,000.00	
400	REGIONS BANK CORPORATE TRUST	262400	06/02/2026	05/26/2026			233,135.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN: S2020 BOND 11504		G067Z08	05/13/2026		217,000.00	
	400-680-819	INT: S2020 BOND 11504		G067Z08	05/13/2026		16,135.00	
400	AGJ SYSTEMS & NETWORKS INC	262406	06/02/2026	05/26/2026			2,331.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	MAY 2026: MSP COMP/ENDPT DET		MSP-131739	06/01/2026		1,859.00	
	400-092-606	MAY 2026: MS365 E-74; B-34		131832	06/01/2026		270.00	
	400-092-606	MAY 2026: LITIGATN HOLD (17)		131832	06/01/2026		22.95	
	400-092-606	MAY 2026: BACKUP SERVER (2)		131859	06/01/2026		180.00	
400	DELTA COMPUTER SYSTEMS INC	262411	06/02/2026	05/26/2026			259.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	JUN 2026 ACCT SW MNT 50%		DHLMN21918	05/15/2026		259.70	
400	COGENT STRATEGIES LLC	262416	06/02/2026	05/26/2026			9,288.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 05/06/26-06/05/26		4314	05/18/2026		7,500.00	
	400-650-601	TRAVEL / PER DIEM REIM		4314	05/18/2026		1,726.33	
	400-650-601	TAXI CABS/UBERS - LOCAL		4314	05/18/2026		61.88	
400	HENZE ENTERPRISES INC	262417	06/02/2026	05/26/2026			485.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3CY RAP: SWR REPR LOUIS GATE		57	05/04/2026		135.00	
	400-651-585	4CY FILL: SWR REPR LOUIS GATE		57	05/04/2026		80.00	
	400-651-585	3CY FILL: WTR REPR NORTHRIDGE		57	05/04/2026		60.00	
	400-651-585	4CY FILL: TAPS BARRACUDA		57	05/04/2026		80.00	
	400-651-585	2CY FILL: W/S WESTGATE		57	05/04/2026		40.00	
	400-651-585	2CY RAP: W/S WESTGATE		57	05/04/2026		90.00	
400	JACKSON COUNTY UTILITY AUTHORITY	262418	06/02/2026	05/26/2026			269,116.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2026 WASTEWATER TRMT		3421	06/01/2026		269,116.00	
400	MISSION COMMUNICATIONS LLC	262419	06/02/2026	05/26/2026			7,915.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: LINDEN PUMP STN		2023344	05/22/2026		347.40	
	400-651-698	RENEWAL: HWY 90 NELSON		2023344	05/22/2026		347.40	
	400-651-698	RENEWAL: WESTGATE 2		2023344	05/22/2026		347.40	
	400-651-698	RENEWAL: LINDSEY LANE		2023344	05/22/2026		347.40	
	400-651-698	RENEWAL: MERIDA COVE		2023344	05/22/2026		347.40	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	262419	06/02/2026	05/26/2026			7,915.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ALLEN RD PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: SHELL LANDING #2		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: C BYRD PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: RADIO RD PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: COBBLESTONE PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: ROYAL RUN PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: POLICE DEPT PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: MACKERAL PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: MARY ANN PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: SHELL LANDING		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: RIVER OAKS PS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: COAST MEADOWS		2023344	05/22/2026			347.40
	400-651-698	RENEWAL: HAVILL PUMP STN		2023344	05/22/2026			402.00
	400-651-698	RENEWAL: OAK ST PUMP STN		2023344	05/22/2026			402.00
	400-651-698	RENEWAL: MARINA DR PUMP STN		2023344	05/22/2026			402.00
	400-651-698	RENEWAL: NORTH DOLPHIN		2023344	05/22/2026			402.00
	400-651-698	RENEWAL: SEAGRAPE PUMP STN		2023344	05/22/2026			402.00
400	PITNEY BOWES INC PURCHASE POWER	262420	06/02/2026	05/26/2026			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-607	POSTAGE METER #6245853		0434-6213	05/20/2026			600.00
400	TYLER TECHNOLOGIES INC	262421	06/02/2026	05/26/2026			23,484.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-606	ERP PRO UTILITIES ANNUAL		00285990	06/01/2026			21,984.75
	400-650-606	TYLER UNIVERSITY 7/26-6/27		00285990	06/01/2026			1,500.00
400	VULCAN CONSTRUCTION MATERIAL LLC	262422	06/02/2026	05/26/2026			261.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	1.87 TN MS610: W/S		6417058	05/12/2026			96.31
	400-651-585	3.21 TN MS610: SWR SEACLIFFE		6471799	05/19/2026			165.32
400	SPARKLIGHT	262428	06/02/2026	05/26/2026			195.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2026:44399		05162026	06/15/2026			195.88
400	AT&T	262431	06/02/2026	05/26/2026			79.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	05/06/2026			79.04
400	AT&T	262432	06/02/2026	05/26/2026			191.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284975234	05/14/2026			191.15
400	SINGING RIVER ELECTRIC COOPERATIVE	262434	06/02/2026	05/27/2026			3,308.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	SCHOONER WELL 20688		05122026	05/19/2026			1,948.65
	400-651-631	LIFT STNS 26088		05122026	05/19/2026			310.60
	400-651-631	LIFT STNS 20649		05152026	05/21/2026			790.95
	400-651-631	LIFT STNS 28779		05152026	05/21/2026			105.13
	400-651-631	CARTER-WTR TNK 109812001		05152026	05/21/2026			36.21

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400	SINGING RIVER ELECTRIC COOPERATIVE	262434	06/02/2026	05/27/2026			3,308.39	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 89627001			05172026	05/22/2026			81.85
	400-651-631 LIFT STNS 89702001			05172026	05/22/2026			35.00
400	SINGING RIVER ELECTRIC COOPERATIVE	262435	06/02/2026	05/27/2026			5,359.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 WATER WELLS 17881			05172026	05/22/2026			2,655.79
	400-651-631 LIFT STNS 17881			05172026	05/22/2026			2,703.59
400	FUELMAN	262437	06/02/2026	05/27/2026			327.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP70518303	05/18/2026			327.63
400	FUELMAN	262439	06/02/2026	05/27/2026			223.42	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP70536616	05/25/2026			223.42
400	RJ YOUNG COMPANY LLC	262442	06/02/2026	05/27/2026			296.04	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-092-698 UNL-J9NI00-01 RENTAL FEE			INV7944450	03/02/2026			398.92
	400-092-698 CR ON ACCT			140334 R	04/24/2026			-102.88
400	MICRO METHODS INC	262444	06/02/2026	05/27/2026			134.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 COLIFORM(2): COTITA			2605398186	05/22/2026			134.00
400	ANSER	262459	06/02/2026	05/28/2026			710.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 BASE RATE: 05/06-06/02/26			277-050626	05/06/2026			685.00
	400-650-698 PAPER INVOICE FEE			277-050626	05/06/2026			5.00
	400-650-698 HOLIDAY CHARGE MAY 2026			277-050626	05/06/2026			20.00
400	SHERWIN-WILLIAMS COMPANY	262465	06/02/2026	05/28/2026			439.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 5 GAL PURE WHT (5): WELLS			5833-1	05/15/2026	260992		219.75
	400-651-581 5 GAL PURE WHT (5): ION TANK			6011-3	05/27/2026	261012		219.75
400	SOUTHERN PIPE & SUPPLY CO INC	262466	06/02/2026	05/28/2026			8,125.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 2" S40 PVC SXS BALL VLV(15)			1100703400	04/20/2026	260852		106.50
	400-651-581 2" VALVE BOX RISER (6)			1100703400	04/20/2026	260852		167.94
	400-651-581 4" VALVE BOX RISER (6)			1100703400	04/20/2026	260852		237.96
	400-651-581 1"NL BRS TEE CTS PJXPJXPJ(10)			1100703400	04/20/2026	260852		698.90
	400-651-581 1X300'HDPE SDR11 200# PIPE(2)			1100703400	04/20/2026	260852		462.00
	400-651-581 3" BRS HNGD SADDLE 1"IPS(6)			1100703400	04/20/2026	260852		236.58
	400-651-581 6" S80 BELL END PIPE 120'			1100703400	04/20/2026	260852		1,931.00
	400-651-581 6" PVC S40 BE PIPE 160'			1100703400	04/20/2026	260852		576.00
	400-651-581 6" S80 BELL END PIPE 20'			1100703401	05/11/2026	260852		265.60
	400-651-683 15" SLD CORR PLSTC PIPE 180'			1113690000	05/15/2026	260980		2,797.20
	400-651-683 15" N12 DUAL WALL TEE PE			1113690000	05/15/2026	260980		399.48
	400-651-683 15" SPLIT END CAP			1113690000	05/15/2026	260980		105.01
	400-651-683 15" DI ROUND GRATE			1113690000	05/15/2026	260980		140.98

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400	STAPLES BUSINESS ADVANTAGE DEPT ATL	262471	06/02/2026	05/28/2026			263.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-500	HP 206X BLK HY TONER	6063198655	05/06/2026	260950	125.64
400-650-500	LM B221HOO BLK HY TONER	6063198655	05/06/2026	260950	116.99
400-650-500	JUMBO PAPER CLIP 1OOOCT (2)	6063198655	05/06/2026	260950	20.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	262472	06/02/2026	05/28/2026			1,191.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4"DB GROUND ROD CLAMP (20)	PAS/109077	05/11/2026	260969	67.20
400-651-584	110-125V START CAP (2)	PAS/109054	05/08/2026	260886	50.00
400-651-584	200A 7T METER SOCKET	PAS/109110	05/12/2026	260983	570.00
400-651-584	50A 3P CONT AUX 120V COIL(2)	PAS/109076	05/11/2026	260970	323.90
400-651-584	OL RELAY 24-36A W/MCG-50	PAS/109076	05/11/2026	260970	90.42
400-651-584	OL RELAY 24-36A W/MCG-50	WB1/780800	05/11/2026	260970	90.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BMW PUMP & EQUIPMENT LLC	262478	06/02/2026	05/28/2026			631.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	TD/INSP/REBLD/TEST:GRNDR PUMP	5276	05/20/2026	260968	250.00
400-651-584	CONTROL BRACKET ASSY	5276	05/20/2026	260968	279.10
400-651-584	STATOR/LINER ASSY: GRNDR PUMP	5276	05/20/2026	260968	102.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	262481	06/02/2026	05/28/2026			411.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	5HP START KIT LBRTY(2):GVILLE	478014	05/15/2026	260885	248.00
400-651-581	3W SWTCH NO CNTCT: HONDURAS	478193	05/27/2026	261002	163.00

FUND TOTAL 400 Claims to Checks 28 Total 623,765.29 Manual Held Total 623,765.29

Docket of Claims
Release date from 06/02/2026 thru 06/02/2026

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	40	Total	54,294.45	Manual	Held	Total	54,294.45
FUND 4	Claims	to	Checks	2	Total	5,692.00	Manual	Held	Total	5,692.00
FUND 30	Claims	to	Checks	1	Total	364.91	Manual	Held	Total	364.91
FUND 171	Claims	to	Checks	2	Total	2,998.36	Manual	Held	Total	2,998.36
FUND 176	Claims	to	Checks	4	Total	3,487.75	Manual	Held	Total	3,487.75
FUND 311	Claims	to	Checks	1	Total	2,000.00	Manual	Held	Total	2,000.00
FUND 364	Claims	to	Checks	1	Total	44,592.50	Manual	Held	Total	44,592.50
FUND 400	Claims	to	Checks	28	Total	623,765.29	Manual	Held	Total	623,765.29
Total for all Funds			Checks	79	Total	737,195.26	Manual	Held	Total	737,195.26

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Approval of Minutes from the Recessed Council Meeting held May 19, 2026**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held May 19, 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 on May 19, 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 June 2, 2026.

Tuesday
May 19, 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 May 19, 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, Kay Jamison, Lorenzo Fuller, and Dante Elbin. Also present were Carlos Moulds, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 19, 2026 @ 6:30 PM

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 25, 2026, at 11am at the Veterans Tribute Tower.

2. Tasty Thursday will be May 28th, starting at 11am at Gautier Town Commons.

3. Gautier Farmers Market will be Saturday, June 13th, from 8am until 12pm at Gautier Town Commons.

IV. Presentation Agenda

1. Gautier Mayor's Youth Council Senior Recognition

2. Proclamation Honoring Miss Christy Wheeler

3. Proclamation Recognizing Mississippi Gulf Coast Innovations Week

4. Proclamation Recognizing National Gun Violence Awareness

5. **Presentation by Sam King, Grants and Projects Director; Ramona Morgan, Public Works Director, and Scott Ankerson, Planning Director regarding Hurricane Conference Update**

V. Business Agenda

1. **Ordinance adopting the 2024 ICC Building and related Codes and the 2023 National Electric Code (NFPA 70)**

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

2. **Consider a request for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District. 1625 Highway 90, (GPC #26-19-CU)**

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

3. **Consideration of a Conditional Use-Minor Permit that would allow MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District, located at 1221 John Dailey Drive, (GPC #26-22-CU)**

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

4. **Consideration of a Conditional Use-Major Permit that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District, located at 5090 Gautier Vancleave Road, (GPC #26-23-CU)**

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

5. **Approval of the Docket of Claims**

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

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

1. **Approval of Minutes from the Regular Council Meeting held May 5, 2026**

2. **Receive April 2026 Privilege License Reports**

3. **Receive March 2026 Finance Reports**

4. **Approval of water and sewer adjustments for May 2026 in the amount of $7,108.08**

5. **Authorization to change the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History from Babs Logan to Eric Patterson**

6. **Approve the appointments of Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders to the Historic Preservation Commission**

7. **Approve the Easement Agreement between ECA Bayou Village and the City of Gautier**

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 June 2, 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 Consent Agenda Item 8 – Ward 1 Listening Session will be Tuesday, May 12th from 5:30pm until 6:30pm at First United Methodist Church of Gautier.

Councilman Fuller seconded the motion. The vote was carried unanimously.

Announcements

1. Memorial Day – Avenue of the Flags Ceremony, hosted by American Legion Post 1992 and the City of Gautier, will be May 25, 2026, at 11am at the Veterans Tribute Tower.

2. Tasty Thursday will be May 28th, starting at 11am at Gautier Town Commons.

3. Gautier Farmers Market will be Saturday, June 13th, from 8am until 12pm at Gautier Town Commons.

Presentation

1. Gautier Mayor's Youth Council Senior Recognition

2. Proclamation Honoring Miss Christy Wheeler

3. Proclamation Recognizing Mississippi Gulf Coast Innovations Week

4. Proclamation Recognizing National Gun Violence Awareness

5. Presentation by Sam King, Grants and Projects Director; Ramona Morgan, Public Works Director, and Scott Ankerson, Planning Director regarding Hurricane Conference Update

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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

GAUTIER
MISSISSIPPI

COME BE A PART OF

GAUTIER FARMERS MARKET

MAY 9TH

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

2800 HWY 90 - TOWN COMMONS

TO BECOME A VENDOR

CALL 228-497-2244

State of Mississippi
City of Gautier

PROCLAMATION

A Proclamation of Appreciation Honoring Christy Wheeler

WHEREAS, Christy Wheeler was appointed as City Manager for the City of Gautier, Mississippi, in January 2005 and faithfully served in that role through June 2007; and

WHEREAS, during one of the most devastating natural disasters in our nation's history, Hurricane Katrina, Mrs. Wheeler demonstrated extraordinary dedication, leadership, strength, and compassion while helping guide the City of Gautier through the immediate response, recovery, and rebuilding efforts following the storm; and

WHEREAS, her calm leadership, tireless work ethic, and unwavering commitment to the citizens of Gautier provided stability, direction, and hope during a time of tremendous uncertainty and hardship for our community; and

WHEREAS, Mrs. Wheeler worked alongside elected officials, first responders, city employees, volunteers, state and federal agencies, and community partners to help restore essential services and support the recovery of the people of Gautier; and

WHEREAS, in recognition of the 20th anniversary of Hurricane Katrina, Mrs. Wheeler was honored during the "Celebrate K20: Reflection, Resiliency, Rebuilding" event held on August 28, 2025, at The Sound Amphitheater in Gautier, Mississippi, recognizing leaders and individuals whose service helped carry our community through one of its darkest and most defining moments; and

WHEREAS, although she was unable to attend the K20 event due to being out of town, the City of Gautier desires to formally recognize and present this expression of appreciation for her dedicated service and lasting contributions to our community; and

WHEREAS, Christy Wheeler's professionalism, perseverance, and commitment to public service continue to reflect the very best qualities of municipal leadership and civic responsibility;

NOW, THEREFORE, I, Mayor Casey Vaughan, together with the City Council of Gautier, Mississippi, do hereby proudly recognize and extend our sincere gratitude and appreciation to

CHRISTY WHEELER

for her exceptional leadership, faithful service, and enduring commitment to the citizens of Gautier during one of the most important periods in our city's history.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 19th day of May, 2026.

CITY OF GAUTIER MISSISSIPPI

Mayor Casey Vaughan
City of Gautier, Mississippi

State of Mississippi
City of Gautier

PROCLAMATION

A Proclamation recognizing May 18-22, 2026 as
"Mississippi Gulf Coast Innovation Week"

WHEREAS, the Mississippi Gulf Coast continues to grow as a regional leader in innovation, entrepreneurship, and economic development through collaboration among Hancock, Harrison, and Jackson Counties and their municipalities; and

WHEREAS, organizations such as Gulf Blue Navigator and Startup Gulf Coast are fostering innovation, supporting entrepreneurs, and strengthening the Blue Economy through technology, research, workforce development, and business growth opportunities; and

WHEREAS, Mississippi Gulf Coast Innovation Week, held May 18–22, 2026, brings together entrepreneurs, investors, industry leaders, educators, public officials, and community stakeholders to celebrate innovation and promote regional collaboration; and

WHEREAS, Innovation Week highlights emerging industries including aquaculture, coastal resilience, national security, and sustainable ocean innovation while encouraging investment, talent retention, and long-term economic prosperity across Coastal Mississippi; and

WHEREAS, the municipalities and counties of the Mississippi Gulf Coast recognize the importance of working together to support entrepreneurship, strengthen the regional economy, and promote innovation-driven growth;

NOW, THEREFORE, I, Casey Vaughan, Mayor of the Gautier, do hereby proclaim May 18–22, 2026, as

"Mississippi Gulf Coast Innovation Week"

and encourage all citizens, businesses, and organizations to recognize and support the continued growth of innovation and entrepreneurship throughout Coastal Mississippi.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 19th day of May, 2026.

CITY OF GAUTIER
MISSISSIPPI

Mayor Casey Vaughan
City of Gautier, Mississippi

State of Mississippi
City of Gautier

PROCLAMATION

A Proclamation recognizing National Gun Violence Awareness

WHEREAS, the Gautier joins communities across the nation in recognizing National Gun Violence Awareness Day and honoring the lives of those impacted by gun violence; and

WHEREAS, gun violence continues to affect individuals, families, schools, and communities throughout our country, leaving lasting emotional and physical impacts; and

WHEREAS, the City of Gautier supports efforts that promote safer neighborhoods, encourage responsible firearm ownership, and strengthen community awareness and prevention initiatives; and

WHEREAS, recognizing Gun Violence Awareness Day provides an opportunity to reflect on the importance of protecting human life, supporting victims and survivors, and working together toward safer communities; and

WHEREAS, the City encourages citizens to support local organizations, public safety efforts, and educational initiatives dedicated to reducing violence and promoting peace within our communities;

NOW, THEREFORE, WE, the Mayor and City Council of the City of Gautier, Mississippi, do hereby proclaim the first Friday in June as

NATIONAL GUN VIOLENCE AWARENESS DAY

and encourage all citizens to unite in support of safer communities and the prevention of gun violence.

IN WITNESS WHEREOF, I have hereunto set my hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 19th day of May, 2026.

CITY OF GAUTIER MISSISSIPPI

Mayor Casey Vaughan
City of Gautier, Mississippi

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

ORDINANCE NUMBER 288-2026

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER; ADOPTING THE 2024 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2023 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

The City Council finds that the adoption of the 2024 International Building Code excluding appendices, the 2024 International Residential Code excluding appendices, the 2024 International Existing Building Code, the 2024 International Fire Code excluding appendices, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70) excluding appendices, with changes outlined in Exhibit A, is necessary to ensure the safety and welfare of the citizens of the City of Gautier and to ensure conformity with local, state, and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, and Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully:

- 2024 International Building Code excluding appendices
- 2024 International Residential Code excluding appendices
- 2024 International Existing Building Code
- 2024 International Fire Code excluding appendices
- 2024 International Fuel Gas Code
- 2024 International Mechanical Code
- 2024 International Plumbing Code
- 2024 International Swimming Pool & Spa Code
- 2023 National Electrical Code (NFPA 70) excluding appendices

All subject to the amendments and revisions outlined in Exhibit A attached hereto and incorporated herein by reference.

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph, or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Motion was made by **Councilwoman Jamison,** 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

NAYS: **None**

Adopted: March 19, 2026

Mayor

Approved as to form and legal sufficiency.

Attest:

City Clerk

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Eric Patterson, Planning Technician

Date: May 12, 2026

Subject: Ordinance adopting the 2024 ICC Building and related Codes and the 2023 National Electric Code (NFPA 70)

REQUEST:

The Planning Department requests that City Council adopt updated Building and related Codes. The request to adopt includes the 2024 editions of the International Building Code, International Residential Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70).

BACKGROUND:

The City of Gautier's current Building and related codes consist of the 2018 editions of the International Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, and the 2011 edition of the National Electrical Code (NFPA 70). These codes were adopted by the City of Gautier, reflected in Ordinance # 245-2018, dated August 21, 2018.

DISCUSSION:

The adoption of updated Building and related Codes are necessary for the City of Gautier to regulate and govern the erection, alteration, maintenance, and conditions of all property, buildings, and structures within the jurisdiction while providing minimum safeguards for citizens and to protect health, safety, and welfare as they relate to the residential and commercial built environment. Additionally, all municipalities within Mississippi's coastal counties are required by state statute, Miss. Code Ann. § 17-2-1, to adopt the latest versions of the International Building Code, International Residential Code, and related codes. It is a requirement of the Mississippi State Rating Bureau that municipalities maintain and enforce current building codes, specifically within two (2) code cycles of the most current codes. This requirement aids in maintaining or possibly improving our Building Code Effectiveness Grading Schedule (BCEGS) score. This score is a key factor in lowering certain insurance rates for homeowners within the City.

RECOMMENDATION:

Staff recommends that City Council adopt the 2024 editions of the International Building Code excluding appendices, the International Residential Code excluding appendices, the International Existing Building Code, the International Fire Code excluding appendices, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70) excluding appendices, with changes outlined in exhibit A.

City Council may:

1. Approve to adopt the proposed codes as presented; or
2. Approve to adopt the proposed codes with changes; or
3. Deny adopting the proposed codes.

ATTACHMENTS:

1. Exhibit A
2. Draft Ordinance 2024 Building Code
3. Adoption of Ordinance Number 245-2018
4. Memo to Adopt 2024 ICC Building Codes

EXHIBIT A

2024 International Residential Code, exclusive of appendices, with the following sections amended as noted:

Fire Sprinklers: Delete sections requiring fire sprinklers in buildings that comply with section 302. If fire sprinklers are installed, they shall comply with section 2904 or NFPA 13D.

R302.5.1 Garage opening protection: Solid doors not less than 1 3/4" thick shall be allowed glazing in the top half of the door. Self-closing and self-latching devices shall not be required.

309 Fire sprinklers: Delete Section

319.5.1 Window Opening Control Device: Delete Section.

Chapter 11 Energy Efficiency: Replace with Chapter 11 from the 2018 IRC.

3902.2 GFCI outlets in garages: Receptacle outlets located on the ceiling used for garage door openers need not be GFCI.

2024 International Building Code, exclusive of appendices, with the following sections amended as noted:

406.3.2.1 Garage/Dwelling unit separation: Solid doors not less than 1 ¾ inches in thickness are allowed to contain glass in the top half of the door. Doors are **not** required to be self-closing and self-latching.

420.4 Automatic Sprinkler System in Group R Units: See amendments to Chapter 9 for fire sprinkler requirements for Group R.

903.2.8 Fire Sprinklers in Group R: Add the following exceptions:

1. Fire sprinklers are not required in R-2 apartment buildings containing 4 of fewer units and 2 stories or less in height if a 1-hour fire partition in accordance with section 708 is provided between all dwelling units.
2. Fire sprinklers are not required in R-3 one and two – family dwellings.

2024 International Existing Building Code, exclusive of appendices, with the following sections amended as follows:

306.5 Accessibility for Change of Occupancy: Change to, "Where an existing building or space undergoes a change of occupancy, the building or space shall comply with chapter 11 of the International Building Code.

506.1 Compliance for change of occupancy: Change first sentence to, "A change of occupancy shall not be made in any building or space unless that building or space is made to comply with the requirements of the International Building Code for the occupancy classification identified in IBC Chapter 3."

1001.2.2 Change of Occupancy Classification: Change to, "Where an existing building or space undergoes a change of occupancy, the building or space shall comply with the International Building Code." Also, see amendment to section 506.1.

1002.2.2.1 Partial Change of Occupancy: Delete Section.

2023 National Electrical Code, exclusive of appendices, with the following sections amended as follows:

210.8 (A) 2 GFCI outlets in residential garages: Receptacle outlets located on the ceiling used for garage door openers need not be GFCI.

2024 International Fire Code, exclusive of appendices, with the following sections amended as follows:

903.2.8 Fire Sprinklers in Group R: Add the following exceptions:

1. Fire sprinklers are not required in R-2 apartment buildings containing 4 or fewer units and 2 stories or less in height if a 1-hour fire partition in accordance with section 708 is provided between all dwelling units.
2. Fire Sprinklers are not required in R-3 one and two -family dwellings.

ORDINANCE NUMBER (_ _ _ - _ _ _ _)

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2024 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2023 NATIONAL ELECTRICAL CODE WITH CHANGES OUTLINED IN EXHIBIT A; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent

The City Council finds that the adoption of the 2024 International Building Code excluding appendices, the 2018 International Residential Code excluding appendices, the 2024 International Existing Building Code excluding appendices, the 2024 International Fire Code excluding appendices, the 2024 International Fuel Gas Code, the 2024 International Mechanical Code, the 2024 International Plumbing Code, the 2024 International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70) excluding appendices, with changes outlined in attached Exhibit A, is necessary to ensure safety and welfare of the citizens of the City of Gautier and to ensure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6

In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, and Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2024 International Building Code excluding appendices

2024 International Residential Code excluding appendices

2024 International Existing Building Code excluding appendices

2024 International Fire Code excluding appendices

2024 International Fuel Gas Code

2024 International Mechanical Code

2024 International Plumbing Code

2024 International Swimming Pool & Spa Code

2023 National Electrical Code (NFPA 70) excluding appendices

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

Adopted: _____

_____
Casey Vaughan, Mayor

Attest:

Approved as to form and legal sufficiency.

_____
Teresa Montgomery,
City Clerk

Councilwoman Martin made the motion to approve an Ordinance to adopt the 2018 ICC Building Code, 2017 National Electrical Code, and other related codes, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 245-2018

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; AMENDING CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF GAUTIER, ADOPTING THE 2018 INTERNATIONAL BUILDING AND RELATED CODES AND THE 2017 NATIONAL ELECTRICAL CODE; AND SETTING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

Section 1. Authority & Intent
The City Council finds that the adoption of the 2018 International Building Code including appendices C and I, the 2018 International Residential Code including appendices E, G, I, J, K, M, N, O, and P (excluding section 313.2- **One and two family dwellings automatic fire sprinkler systems)**, the 2018 International Existing Building Code, the 2018 International Fire Code including appendices B thru N, the 2018 International Fuel Gas Code the 2018 International Mechanical Code including appendix A, the 2018 International Plumbing Code including appendices B, C, D, and E, the ICC 600-2008 Standard for Residential Construction in High Wind Regions, and the 2017 National Electrical Code (NFPA 70) is necessary to insure safety and welfare of the citizens of the City of Gautier and to insure conformity with local, state and federal requirements.

Section 2. Amendment of Chapter 6
In order to accomplish the intent as herein set out, the City of Gautier Code of Ordinances Chapter 6, Article II, and Section 6.21 should be amended as shown below.

ARTICLE II. TECHNICAL CODES

SECTION 6.21 CODES ADOPTED BY REFERENCE

The following codes are hereby adopted by reference as though they were copied herein fully;

2018 International Building Code including appendices C and I

2018 International Residential Code including appendices E, G, I, J, K, M, N, O, and P (excluding section 313.2- **One and two-family dwellings automatic fire sprinkler systems)**

2018 International Existing Building Code

2018 International Fire Code including appendices B through N,

2018 International Fuel Gas Code including appendices A, B, C and D

2018 International Mechanical Code including appendix A

2018 International Plumbing Code including appendices B, C, D, and E

2017 National Electrical Code (NFPA 70)

ICC 600-2008 Standard for Residential Construction in High-Wind Regions

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon approval by the City Council and signature of the Mayor.

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

AYES: Phil Torjusen
Mary Martin
Cameron George
Richard Jackson
Rusty Anderson
Adam Colledge

NAYS: None

ABSENT: Casey Vaughan

Adopted: August 21, 2018

Phil Torjusen, Mayor

Attest:

Approved as to form and legal sufficiency.

Cindy Russell,
City Clerk

CITY OF GAUTIER
MEMORANDOM

To: Carlos Moulds, City Manager

From: Scott Ankerson, Planning Director/Building Official

Date: May 7, 2026

Subject: Request to adopt the 2024 ICC Building and related Codes and the 2023 National Electrical Code (NFPA 70).

REQUEST:

The Planning Department requests that City Council adopt updated Building and related Codes. The request to adopt includes the 2024 editions of the International Building Code, International Residential Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70).

BACKGROUND:

The City of Gautier's current Building and related codes consist of the 2018 editions of the International Building Code, International Residential Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, and the 2011 edition of the National Electrical Code (NFPA 70). These codes were adopted by the City of Gautier, reflected in Ordinance # 245-2018, dated August 21, 2018.

DISCUSSION:

The adoption of updated Building and related Codes are necessary for the City of Gautier to regulate and govern the erection, alteration, maintenance, and conditions of all property, buildings, and structures within the jurisdiction while providing minimum safeguards for citizens and to protect health, safety, and welfare as they relate to the residential and commercial built environment.

In addition, it is also a requirement of the Mississippi State Rating Bureau that municipalities maintain and enforce current building codes, specifically within two (2) code cycles of the most current codes. This requirement aids in maintaining or possibly improving our Building Code Effectiveness Grading Schedule (BCEGS) score. This score is a key factor in lowering certain insurance rates for homeowners within the City.

RECOMMENDATION:

Staff recommends that City Council adopt the 2024 editions of the International Building Code excluding appendices, the International Residential Code excluding appendices, the International Existing Building Code, the International Fire Code excluding appendices, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Swimming Pool & Spa Code, and the 2023 National Electrical Code (NFPA 70) excluding appendices, with changes outlined in exhibit A.

City Council may:

1. Approve to adopt the proposed codes as presented; or
2. Approve to adopt the proposed codes with changes; or
3. Deny adopting the proposed codes.

ATTACHMENTS:

1. Draft Ordinance
2. Previous Ordinance adopting the 2018 Building and related Codes

Councilman Minor made the motion to accept the Planning Commission's recommendation and approve the request for a Conditional Use-Major Permit, as presented, that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District, located at 1625 Highway 90, (GPC #26-19-CU) (PID #82436520.100). Councilwoman Jamison 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 096-2026

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 26-19-CU
1625 HIGHWAY 90 – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #85298068.000

WHEREAS, an application for a Conditional Use-Major Permit to allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District was submitted by Maria Garcia, dba La Beauty Vault; and

WHEREAS, the parcel subject to this Permit is located at 1625 Highway 90, Suite D, Gautier, Mississippi; and

WHEREAS, after due public notice, the Planning Commission, at its May 7, 2026 meeting, held a public hearing on this matter; and

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

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

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a tattoo parlor/permanent makeup business, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Major Permit for a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District.

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

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

Motion was made by **Councilman Minor,** seconded by **Councilwoman Jamison,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 05/12/2026
Subject: Consider a request for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District. 1625 Highway 90, (GPC #26-19-CU)

REQUEST:
The Planning Department has received a request from Maria Garcia, dba La Beauty Vault, for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District at 1625 Highway 90, Suite D, PID #82436520.100 (GPC #26-19-CU) The application fee of $250 was paid on March 23, 2026. All public notice requirements have been met.

BACKGROUND:
The requested property is zoned C-3 Highway Commercial.

1. Location: 1625 Highway 90, Suite D, PID #82436520.100 (See Exhibit A)
2. General features of the proposed project:

   Total Area: Approximately 0.45 Acres

   Existing multi-unit building
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Existing Commercial Building (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low impact Commercial (See Exhibit D)

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

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

   Applicant Response: Yes.

   Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

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

   Applicant Response: It's compatible with other businesses in area.

Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use.

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

   Applicant Response: No.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

   The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if

the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the conditional Use - Major as presented.
The City Council may:

1. approve the Conditional Use-Major
2. approve the Conditional Use-Major with changes; or
3. deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.7.26 (#26-19-CU)
2. Complete Packet 26-19-CU

Excerpt from May 7, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District. 1625 Highway 90, Suite D (GPC #26-19-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. Mr. Ankerson also advised that this Conditional Use is only required because of the Micro-Blading. If it were simply a Beauty Salon, a Conditional Use would not be needed.

REQUEST:

The Planning Department has received a request from Maria Garcia, dba La Beauty Vault, for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District at 1625 Highway 90, Suite D, PID #82436520.100 (GPC #26-19-CU) The application fee of $250 was paid on March 23, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1625 Highway 90, Suite D, PID #82436520.100 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.45 Acres
   Existing multi-unit building

3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)

4. Existing Land Use – Existing Commercial Building (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Low impact Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes.

Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

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

   Applicant Response: It's compatible with other businesses in area.
   Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use.

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

   Applicant Response: No.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward asked the applicant to step forward to the podium, give their name and address, and give a brief explanation.

Maria Garcia, Owner of La Beauty Vault, "Thank you for having me tonight and I am very excited about the new venture." Maria stated that she believes she will be an asset to the business community and would be happy to answer any questions. Maria passed out folders with information on micro-blading to the commissioners.

Chairman Ward asked Maria Garcia about the folder she had presented, asking if it was examples of what microblading is.

Maria Garcia stated that the information in the folder is examples and information on micro-blading. Permanent Makeup includes eyebrows, lip gloss, eye liner but it's not permanent, it's semi-permanent.

Commissioner Hudson: asked if it was some kind of surgery, and what the difference was between tattooing and microblading. What is the time frame of this process, how long will it last.

Maria Garcia advised micro-blading will last about one to five years.

Commissioner Hudson stated "so to protect you and the city, what's the liability. Do they have to have some kind of anesthesia, deadening?

Maria Garcia advised, just numbing cream for about 25 minutes. It's not like a tattoo and very painful.

Commissioner Hudson asked if they will be able to literally walk out with no withdrawals.

Maria Garcia stated yes, they will be able to walk out, it's not too painful. Maria stated that she has her business in Ocean Springs and has been in business there for two years but has moved to Gautier because her daughter has been sick.

Chairman Ward said there had been confusion about why the request was being treated like a tattoo parlor, but the issue was clarified.

Maria Garcia stated that she also has her tattoo license.

Chairman Ward asked "so its similar but you're not going to be inking people up."

Maria Garcia stated that her clientele were professional women, nurses, doctors, accountants.

Rita Jenkins advised she lives in Ocean Springs, she is an accountant, and a client of Maria Garcia. Rita Jenkins advised the Commissioners that she had microblading on her eyebrows and walked up to the bench to show each commissioner what she had done. Ms. Jenkins advised that its not tattooing, its permanent makeup and "it's the best thing that has come around for us women." She also advised that there is a process called lamination that can be done making Ms. Garcia's service a one stop shop for women.

Carrie Thorton, owner of the business right next door to Maria Garcia, advised that Maria has remodeled her salon and when you walk in, you feel like you are in a five-star spa. Carrie advised that Maria has had a steady stream of clientele and is well organized, even though she is only doing eyelashes right now and is not doing the microblading yet. Carrie stated that she believes Ms. Garcia will be a great asset to the city of Gautier and Ms. Garcia lives in Gautier.

ACTION TAKEN:

Commissioner Canada made a motion to recommend that City Council approve the Conditional Use – Major as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 7, 2026

GPC #26-19-CU

Maria Garcia, dba La Beauty Vault

1625 Highway 90, Suite D

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District. 1625 Highway 90, (GPC #26-19-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

1. Chairman announces the case.

2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 16, 2026

Subject: Consider a request for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District. 1625 Highway 90, Suite D (GPC #26-19-CU)

REQUEST:

The Planning Department has received a request from Maria Garcia, dba La Beauty Vault, for a Conditional Use-Major that would allow a tattoo parlor/permanent makeup business in a C-3 Highway Commercial Zoning District at 1625 Highway 90, Suite D, PID #82436520.100 (GPC #26-19-CU) The application fee of $250 was paid on March 23, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1625 Highway 90, Suite D, PID #82436520.100 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.45 Acres
   Existing multi-unit building

3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)

4. Existing Land Use – Existing Commercial Building (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Low impact Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes.

   Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

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

   Applicant Response: It's compatible with other businesses in area.

   Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use.

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

   Applicant Response: No.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number: 26-19-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:		FEE:
Conditional Use - Major	✓	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor		$251.00

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

Name of Applicant: Maria Garcia PID # 824Z6520.100

Name of Business: La Beauty Vault Phone: 2282359438

Property Address: 1625 Hwy 90 suite D Mailing Address (if Different): 1625 Hwy 90 suite D Gautier MS

E-Mail Address: Labeautyvault11@gmail.com

Proposed Use Requiring Conditional Use: Permanent makeup (Tattoo Parlor) (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

_____ 1. Answers to the Criteria for Approval (see attached).

_____ 2. Project Narrative (see attached).

_____ 3. Diagram of intended use (see attached).

_____ 4. Copy of protective covenants or deed restrictions, if any.

_____ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 6. Any other information requested by the Planning Director.

_____ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [signature] Date of Application: 3/23/26

FOR OFFICE USE ONLY

Date Received 3/23/26 Verify as Complete Balus

Fee Amount Received 251.00 Initials of Employee Receiving Application Balus

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

I, CHERYL MITCHELL, the fee simple owner(s) of the following described property:

Address: 1625 HWY 90 SUITE D, GAUTIER

Parcel ID No.: B2436520.100

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* LASHES & PERMANENT MAKEUP (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that MARIA GARCIA (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

Cheryl Mitchell _____
(Owner's Signature) (Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 20th day of March 20 2026 by Cheryl Mitchell, who is personally known to me or has produced MSDL as identification and who did take an oath.

Addie L Bang _____
(Printed Name of Notary Public) (Signature of Notary Public)

Commission # 101387 My commission expires Feb 13, 2028

(Notary's Seal)

STATE OF MISSISSIPPI ADDIE L. BANG NOTARY PUBLIC Jackson County Commission Expires February 13, 2028 COMMISSION NUMBER 101387

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

Answer this question

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

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

NARRATIVE

I own a business Specializing in eyelash extensions and also provide permanent makeup services specifically microbladed eyebrows and lip blush. Currently, my business is still located in Ocean Spring, but I reside in Gautier. Due to my daughter's health needs, I have decided to relocate here Gautier. I do not perform permanent makeup every day. Clients typically visit only ~~once~~ once and do not return for a touch up until 1 to 2 years later.
Consequently, I perform this ~~6~~ to 12 a year

(1)

Parcels: MITCHELL LEONARD MARK &

GISP	777.36-04-0040.00
FIRST_ROUT	0040
FIRST_SUFF	00
FIRST_SNAP	18,519.33
OID_	
ID	81,004.00
PIDN	82436520.100
MAPNO	779.36-36-071.00
GISP_1	777.36-04-0040.00
NAME	MITCHELL LEONARD MARK &
NAME2	CHERYL ANN
ADDRESS	P O BOX 515
CITY	GAUTIER MS
ZIP	39553
LOCATION	1625 HWY 90 GAUTIER
DESC1	COM INTERS E/L NW1/4 SE1/4 & N/M
DESC2	OLD HWY 90 N 120.04' TO POB N 9
DESC3	9.69' TO S/M HWY 90 N 75*W 206.9
DESC4	' S 88' S 76*E 207' M/L TO POB D
DESC5	B 1047-915 (40 MAP777.36-04)
DESC6	
DESC7	
DESC8	
DESC9	
DB	1047
DP	915
SECTION	36

Exhibit A
Location Map

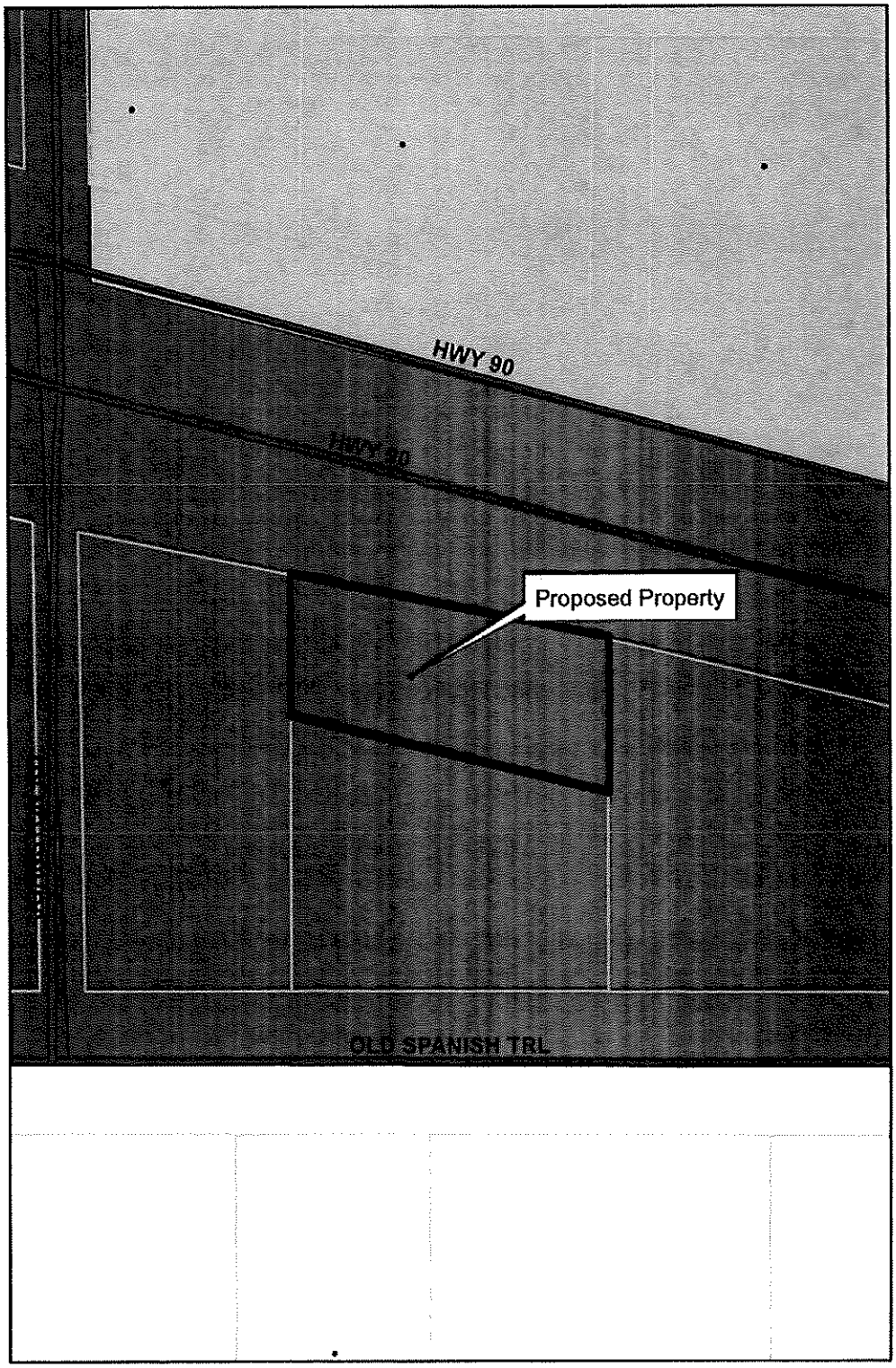
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



Legend

Zoning

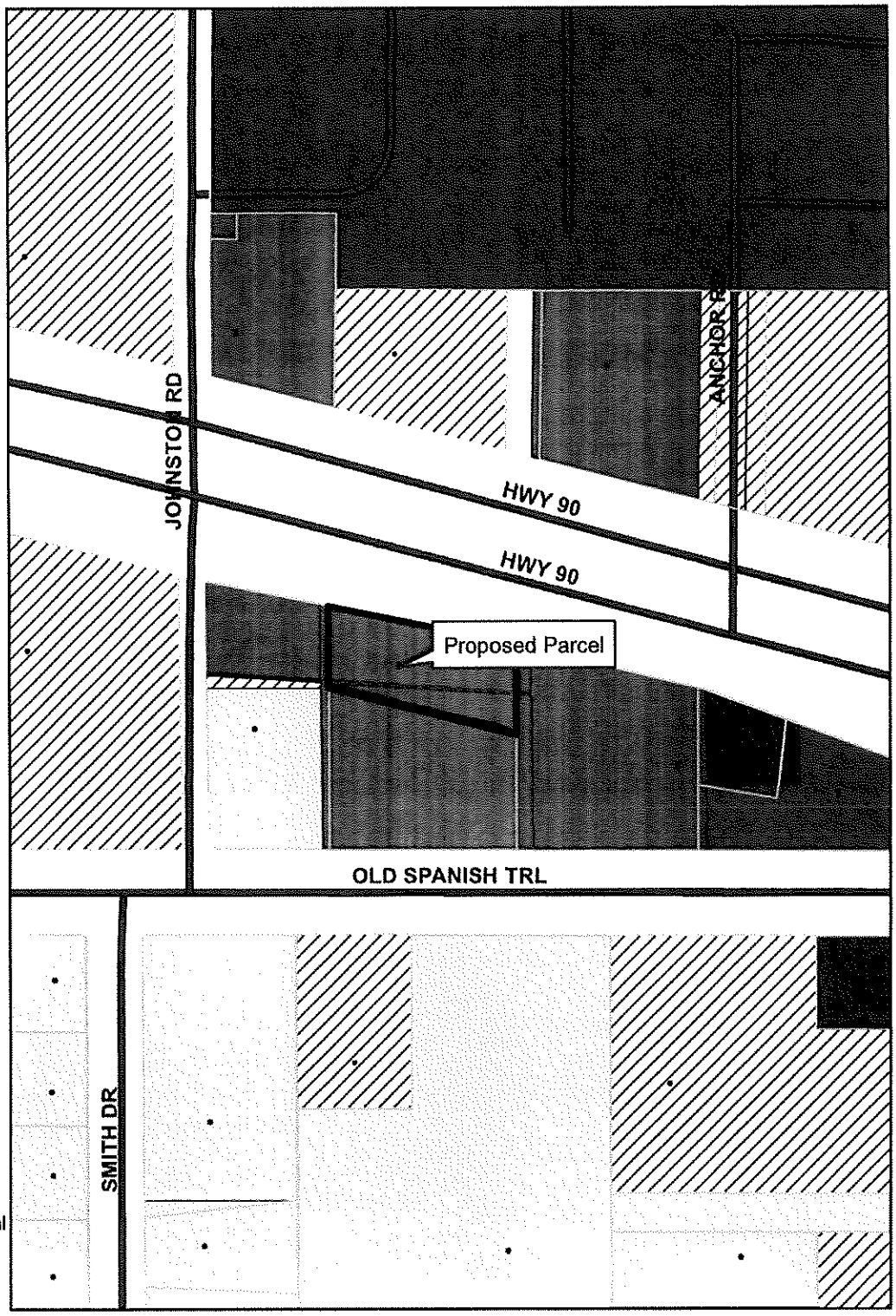
ZONECODE

- 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

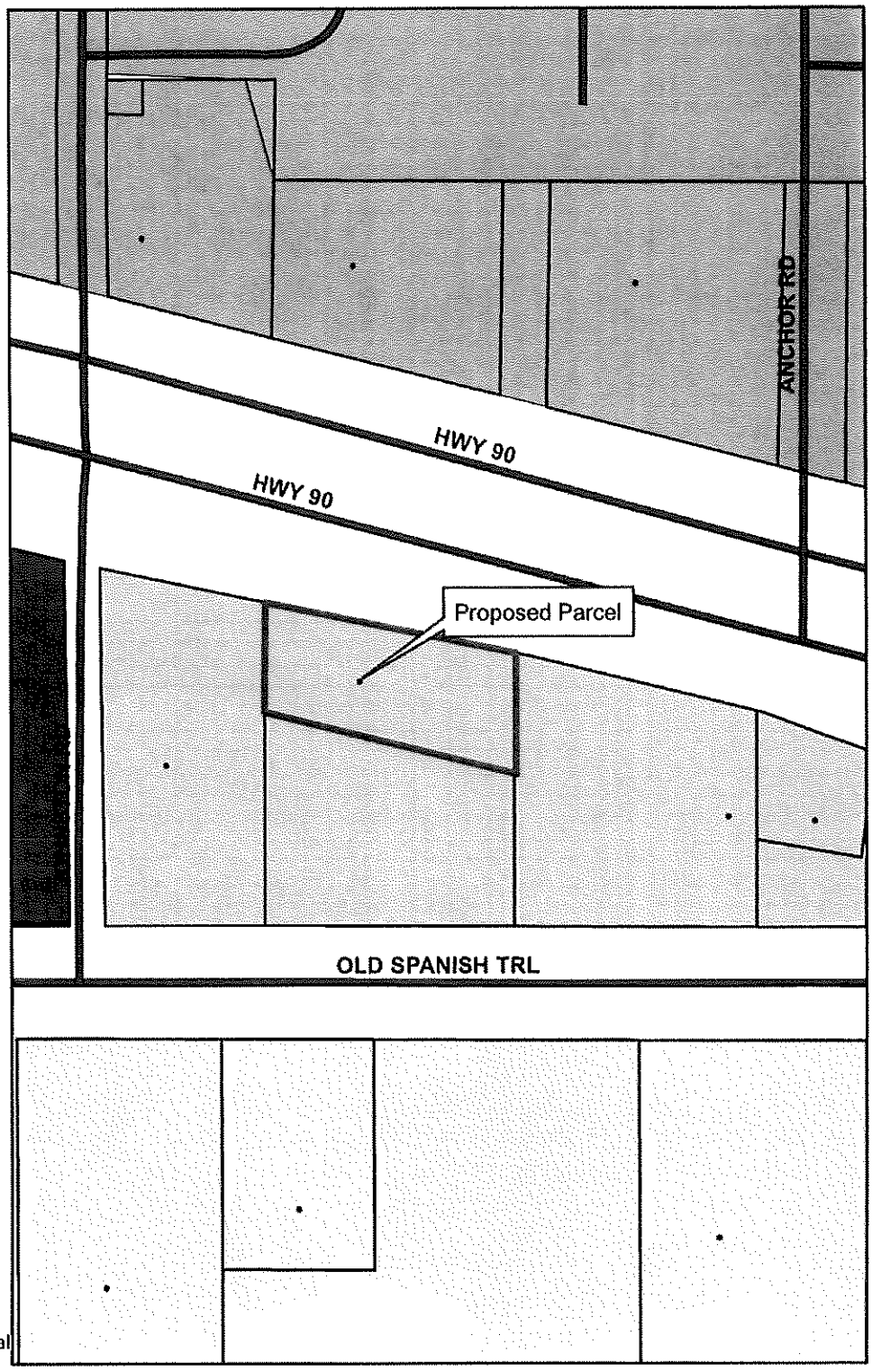
ELU_08

- 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 Minor recused himself at 7:19pm.

Councilman George made the motion to accept the Planning Commission's recommendation and approve the Conditional Use-Minor Permit, as presented, that would allow MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District, located at 1221 John Dailey Drive, (GPC #26-22-CU) (PID#s 82424080.200 & 82425010.100). Councilwoman Jamison 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 097-2026

CITY OF GAUTIER
CONDITIONAL USE-MINOR PERMIT
GPC CASE NO. 26-22-CU
1221 JOHN DAILEY DRIVE – MURC-2 MIXED USE RECREATION ZONING DISTRICT
REGARDING PARCEL ID NOS. 82424080.200 & 82425010.100

WHEREAS, an application for a Conditional Use-Minor Permit to allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District was submitted by Sioux Bayou RV Park; and

WHEREAS, the parcel subject to this Permit is located at 1221 John Dailey Drive, Gautier, Mississippi; and

WHEREAS, after due public notice, the Planning Commission, at its May 7, 2026 meeting, reviewed this matter; and

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Minor Permit is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

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

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

WHEREAS, the City Council hereby finds that the proposed use, classified as placement of a MEMA Cottage, is permitted as a Conditional Use-Minor in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District.

IT IS HEREBY ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Minor Permit for placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District.

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

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

Motion was made by **Councilman George,** seconded by **Councilwoman Jamison,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 05/12/2026
Subject: Consider a request for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District. 1221 John Dailey Drive, (GPC #26-22-CU)

REQUEST:
The Planning Department has received a request from Sioux Bayou RV Park for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District at 1221 John Dailey Drive PID #82424080.200 & PID #82425010.100 (GPC #26-22-CU) The application fee of $250 was paid on April 13, 2026. All public notice requirements have been met.

BACKGROUND:
The requested property is zoned MURC-2 Mixed Use Recreation Commerical-2.

1. Location: 1221 John Dailey Drive, PID #82424080.200 & PID #82425010.100 (See Exhibit A)
2. General features of the proposed project:

   Proposed Parcel Area: Approximately 3 Acres

   Total Area: Approximately 11.3 Acres
3. Existing Zoning – MURC-2 Mixed Use Recreation Commerical-2 (See Exhibit B)
4. Existing Land Use – RV park. (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Conservation (See Exhibit D)

DISCUSSION:
The following addresses the review criteria for a Minor Conditional Use outlined in Section 4.17.3 of the UDO.

1. Is the proposed use substantially compatible with other uses in the area, including factors related to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.

   Applicant Response: Yes, it is located in the RV park

   Staff Finding: Yes. This parcel is part of an existing RV Park and a MEMA Cottage is listed as a Conditional Use-Minor in an MURC-2 Mixed Use Recreational Commercial-2 District.

2. Will the proposed use be materially detrimental to health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain

   Applicant Response: Yes

Staff Finding: The proposed use is allowed in a MURC-2 zoning district with a Minor Conditional Use.

3. Is the proposed use consistent with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, it fits the RV and cottages.

   Staff Finding: The Comprehensive Plan indicates that these parcels are to be used for Marina/Fish Camps in the future. The RV Park is consistent with this plan.

4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

   Applicant Response: Yes, it will meet all code and elevation requirements.

   Staff Finding: The Existing RV Park is permitted by right in a MURC-2 Zoning District and the placement of a MEMA Cottage is allowed with a Conditional Use-Minor in a MURC-2 Zoning District.

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Conditional Use - Minor as presented.

The City Council may:

1. approve the Conditional Use-Minor
2. approve the Conditional Use-Minor with changes; or
3. deny the Conditional Use-Minor.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.7.26 (#26-22-CU)
2. Complete Packet 26-22-CU

Excerpt from April 2, 2026, Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District. 1221 John Dailey Drive, (GPC #26-22-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. Mr. Ankerson also advised that if this was a Single-Family Residential home it would not need a conditional use and would be allowed by right.

REQUEST:

The Planning Department has received a request from Sioux Bayou RV Park for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District at 1221 John Dailey Drive PID #82424080.200 & PID #82425010.100 (GPC #26-22-CU) The application fee of $250 was paid on April 13, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-2 Mixed Use Recreation Commerical-2.

1. Location: 1221 John Dailey Drive, PID #82424080.200 & PID #82425010.100 (See Exhibit A)

2. General features of the proposed project:
   Proposed Parcel Area: Approximately 3 Acres
   Total Area: Approximately 11.3 Acres

3. Existing Zoning – MURC-2 Mixed Use Recreation Commerical-2 (See Exhibit B)

4. Existing Land Use – RV park. (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Conservation (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Minor Conditional Use outlined in Section 4.17.3 of the UDO.

1. Is the proposed use substantially compatible with other uses in the area, including factors related to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.

Applicant Response: Yes, it is located in the RV park

Staff Finding: Yes. This parcel is part of an existing RV Park and a MEMA Cottage is listed as a Conditional Use-Minor in an MURC-2 Mixed Use Recreational Commercial-2 District.

2. Will the proposed use be materially detrimental to health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain

   Applicant Response: Yes
   Staff Finding: The proposed use is allowed in a MURC-2 zoning district with a Minor Conditional Use.

3. Is the proposed use consistent with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, it fits the RV and cottages.

   Staff Finding: The Comprehensive Plan indicates that these parcels are to be used for Marina/Fish Camps in the future. The RV Park is consistent with this plan.

4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

   Applicant Response: Yes, it will meet all code and elevation requirements.

   Staff Finding: The Existing RV Park is permitted by right in a MURC-2 Zoning District and the placement of a MEMA Cottage is allowed with a Conditional Use-Minor in a MURC-2 Zoning District.

DETERMINATION OF APPLICABLE LAW:

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

   The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to

a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward asked the applicant to approach the podium and present their case.

Marques Thomas, Owner of Sioux Bayou RV Park, currently Sioux Bayou is an RV Park, and there are currently 5 permanent structures on the property. Two of the structures are block construction, one is a mobile home from the 60s that has been remodeled to look like a cabin. The goal is to upgrade and modernize the property. New electrical breakers are being installed and inspected. What we would like to do is bring in a MEMA Cottage, which is designed for 165 mile per hour hurricane winds, it is a very expensive asset. It will be secured down to MEMA standards to be able to withstand close to 185MPH winds. This will be an Air B&B rental, not a permanent residence.

Chairman Ward advised that he had met with Scott Ankerson earlier and found that since this is a new structure, it would have to meet the new base flood elevation. It would be tall and look a little different from the surrounding structures. There is a section of our ordinance that already mandates certain foundations and building requirements for MEMA Cottages, so that has already been addressed. It will be a rental and it will be a permanent structure. We know that there are other permanent structures there, but as Mr. Ankerson mentioned, there are currently no MEMA Cottages. There is some concern because there are already people living at Sioux Bayou that appear to be failing to maintain their areas. In 2024, this area was rezoned to Mixed-Use to allow for the expansion of the new area of the RV park. In that expansion, there were some questions about a buffer zone. But on the original approval there was no buffer zone mentioned.

Scott Ankerson advised there was no buffer zone required by the previous approval.

Marques Thomas advised that in consideration of the neighbors on the water, some fast-growing Cyprus trees, some Ball Cyprus trees have been ordered and will be installed.

Chairman Ward advised he will make a note of the trees being planted to let the neighbors who contacted him know about the plans. Chairman Ward reiterated that a concern was that some of the people who live in the RV park are not keeping things as clean as the RV park is trying to.

Marques Thomas advised that one person has recently been removed from the property and most people have an RV there to use as a weekend getaway. There are some people that have been there since before the RV park was put in, however that is a very small percentage. The park even made the effort and took the initiative to pressure wash an RV that had been sitting on site that needed maintenance.

Chairman Ward stated that it sounds like the owners of the RV park are making the effort to clean up the area.

Marques Thomas advised that the RV park cannot discriminate against older RV's and campers, but they do have requirements for how they are maintained. No tarped roofs, no ac's hanging down, and so on.

Chairman Ward stated that one of the concerns what that the previous rezoning was for mobile and transient type structures where this is a permanent structure.

Marques Thomas advised this structure would be tucked in near the other permanent structures.

Chairman Ward asked if this will be owned by Sioux Bayou RV Park?

Marques Thomas advised it would be owned by Sioux Bayou.

Chairman Ward advised that enforcing the rules of maintenance will be a lot easier since it's owned by the RV park.

Marques Thomas said that was right.

Commissioner Hudson asked Mr. Thomas if the flood elevation was taken into consideration.

Marques Thomas advised that the home would have to be elevated to meet the flood zone requirements. Mr. Thomas also advised that even his electrical boxes on the new RV pads had to be elevated to meet the flood requirements.

Commissioner Canada asked if the other pads that have been poured with the electrical boxes be for structures or RV's.

Marques Thomas advised they are for RV's.

Chairman Ward explained that this Conditional Use application is for only one structure, not multiple structures.

Scott Ankerson advised that he wanted to clarify the elevation certificate that was submitted. For instance, if it is an AE flood zone 14, the City of Gautier has a 2-foot free board which would increase it to 16 feet. In an AE district, that would be to the top of the bottom floor of the main living space. That's not to say that this structure would be elevated to 16 feet. That depends on the adjacent grade. If the adjacent grade is 6 or 7 feet, the structure would need to be elevated to meet the difference between those two elevations.

Marques Thomas advised that the space that has been selected for this mobile home would need to be raised between 6 and 8 feet but no higher than 8 feet.

Chairman Ward stated that all the Elevation requirements would all have to go through Scott Ankerson regardless so its not up to the Planning Commission to dictate the elevation. Chairman Ward also stated that square footage requirements would be based on what is says in the Ordinance and are different than if we were talking about a Single-Family Dwelling.

ACTION TAKEN:

Commissioner Canada made a motion to recommend that City Council approve the Conditional Use – Minor as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 7, 2026

GPC #26-22-CU Minor

Sioux Bayou RV Park

1221 John Dailey Drive

VII. NEW BUSINESS

4. Consider a request for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District. 1221 John Dailey Drive, (GPC #26-22-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

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

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 16, 2026

Subject: Consider a request Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District. 1221 John Dailey Drive, (GPC #26-22-CU)

REQUEST:

The Planning Department has received a request from Sioux Bayou RV Park for a Conditional Use-Minor that would allow placement of a MEMA Cottage in a MURC-2 Mixed Use Recreation Commercial-2 Zoning District at 1221 John Dailey Drive PID #82424080.200 & PID #82425010.100 (GPC #26-22-CU) The application fee of $250 was paid on April 13, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-2 Mixed Use Recreation Commerical-2.

1. Location: 1221 John Dailey Drive, PID #82424080.200 & PID #82425010.100 (See Exhibit A)

2. General features of the proposed project:
   Proposed Parcel Area: Approximately 3 Acres
   Total Area: Approximately 11.3 Acres

3. Existing Zoning – MURC-2 Mixed Use Recreation Commerical-2 (See Exhibit B)

4. Existing Land Use – RV park. (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Conservation (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Minor Conditional Use outlined in Section 4.17.3 of the UDO.

1. Is the proposed use substantially compatible with other uses in the area, including factors related to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.

   Applicant Response: Yes, it is located in the RV park

   Staff Finding: Yes. This parcel is part of an existing RV Park and a MEMA Cottage is listed as a Conditional Use-Minor in an MURC-2 Mixed Use Recreational Commercial-2 District.

2. Will the proposed use be materially detrimental to health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain

   Applicant Response: Yes

   Staff Finding: The proposed use is allowed in a MURC-2 zoning district with a Minor Conditional Use.

3. Is the proposed use consistent with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, it fits the RV and cottages.

   Staff Finding: The Comprehensive Plan indicates that these parcels are to be used for Marina/Fish Camps in the future. The RV Park is consistent with this plan.

4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

   Applicant Response: Yes, it will meet all code and elevation requirements.

   Staff Finding: The Existing RV Park is permitted by right in a MURC-2 Zoning District and the placement of a MEMA Cottage is allowed with a Conditional Use-Minor in a MURC-2 Zoning District.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify

certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

26-22-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:		FEE:
Conditional Use - Major	_____	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor	✓	$251.00

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

Name of Applicant: Sioux Bayou RV - Marquee Thomas

Name of Business: Sioux Bayou Phone: 228-217-4200

Property Address: 1221 John Dale Mailing Address (if Different): _____

E-Mail Address: Marquee4042@gmail.com

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

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

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

✓ 3. Diagram of intended use (see attached).

✓ 4. Copy of protective covenants or deed restrictions, if any.

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

✓ 6. Any other information requested by the Planning Director.

✓ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): _____ Date of Application: 4-10-26

FOR OFFICE USE ONLY

Date Received 4/13/26 Verify as Complete Babs/Scott - send to PC & Council

Fee Amount Received 251.00 Initials of Employee Receiving Application Babs

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

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

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

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

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

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

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

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

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain. Yes, Its Located in the RV park.

2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain. Yes

3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
Yes It fits the RV and cottages

4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.
Yes, it will me all codes and elevation requirements

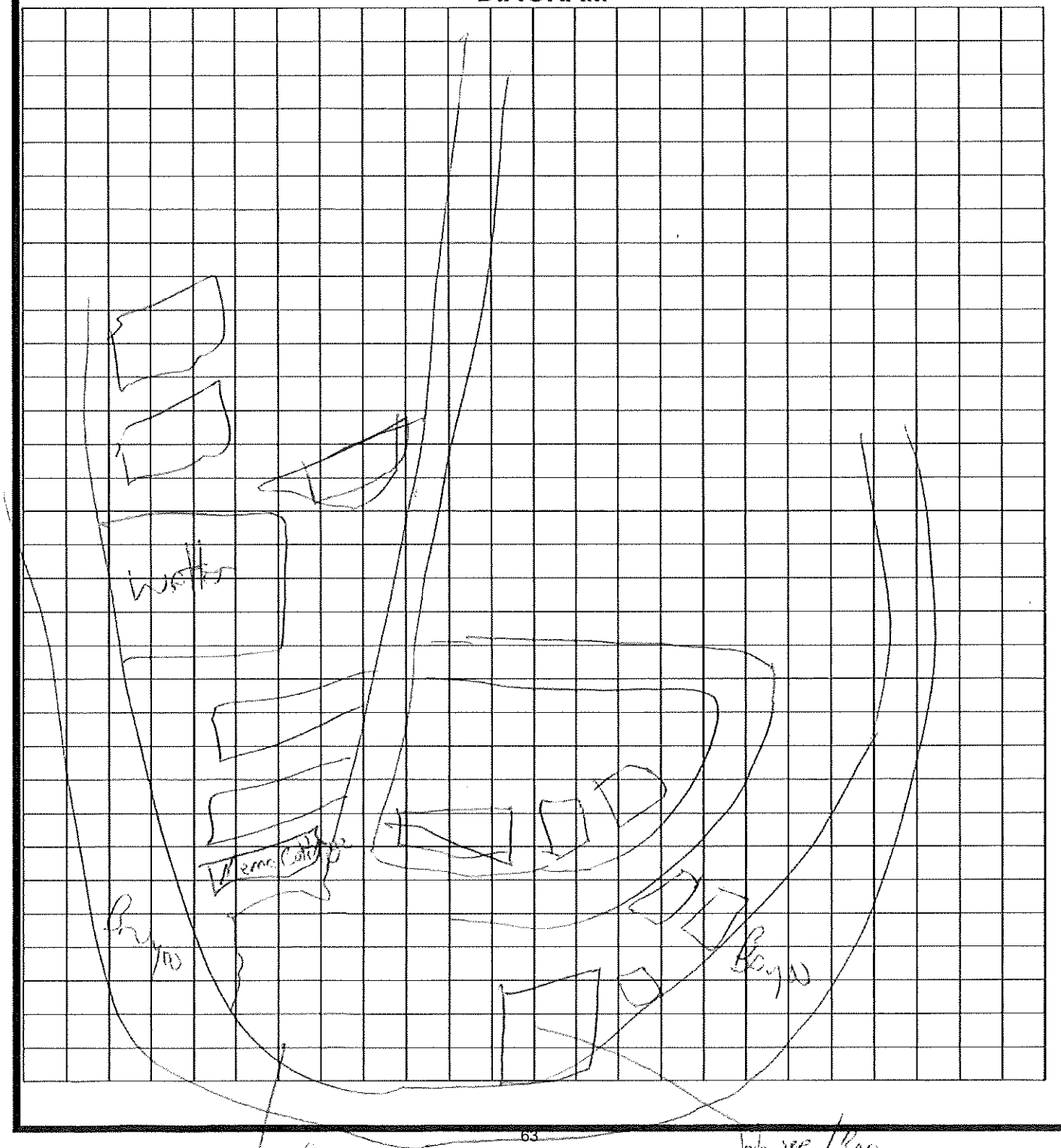
CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide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

NARRATIVE

The locations of the MEMA Cottage will not create issue with Access. The property is a RV park/ bar so I will fit the theme of the property

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.

DIAGRAM



Parcels: SIOUX BAYOU LANDING LLC

GISP	776.24-04-0117.00
FIRST_ROUT	0117
FIRST_SUFF	00
FIRST_SHAP	104,272.19
OID_	
ID	80,200.00
PIDN	82424080.200
MAPNO	776.24-24-005.00
GISP_1	776.24-04-0117.00
NAME	SIOUX BAYOU LANDING LLC
NAME2	
ADDRESS	1221 JOHN DAILEY DR
CITY	GAUTIER MS
ZIP	39553
LOCATION	LOUIS ALEXIS TRL GAUTIER
DESC1	3 AC IN SE1/4 SE1/4 DB 2165-22
DESC2	6 (117 MAP776.24-04)
DESC3	
DESC4	
DESC5	
DESC6	
DESC7	
DESC8	
DESC9	
DB	2165
DP	226
SECTION	24

ELEVATION CERTIFICATE

IMPORTANT: MUST FOLLOW THE INSTRUCTIONS ON PAGES 9-19

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.:
1221 John Dailey Road

City: Gautier State: MS ZIP Code: 39553

FOR INSURANCE COMPANY USE

Policy Number: _____

Company NAIC Number: _____

Instructions: Insert below at least two and when possible four photographs showing each side of the building (for example, may only be able to take front and back pictures of townhouses/rowhouses). Identify all photographs with the date taken and "Front View," "Rear View," "Right Side View," or "Left Side View." Photographs must show the foundation. When flood openings are present, include at least one close-up photograph of representative flood openings or vents, as indicated in Sections A8 and A9.

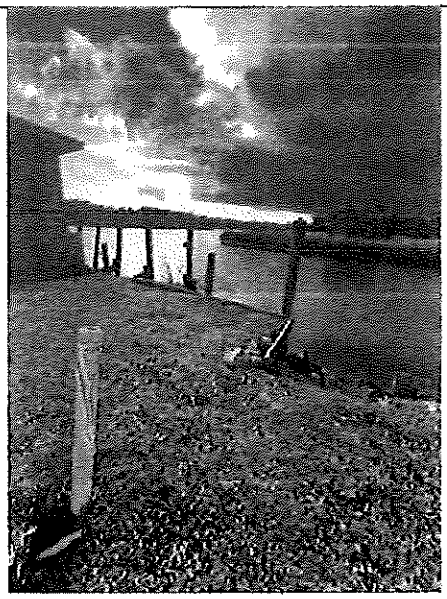


Photo One

Photo One Caption: Temporary Benchmark, Elevation = 3.05'. Clear Photo One

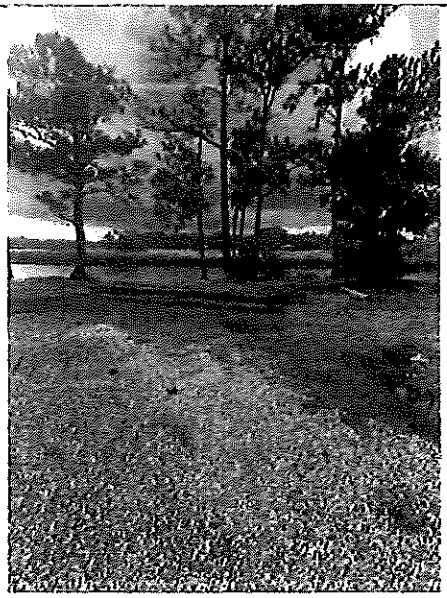


Photo Two

Photo Two Caption: Proposed Building Site Clear Photo Two

Exhibit A
Location Map

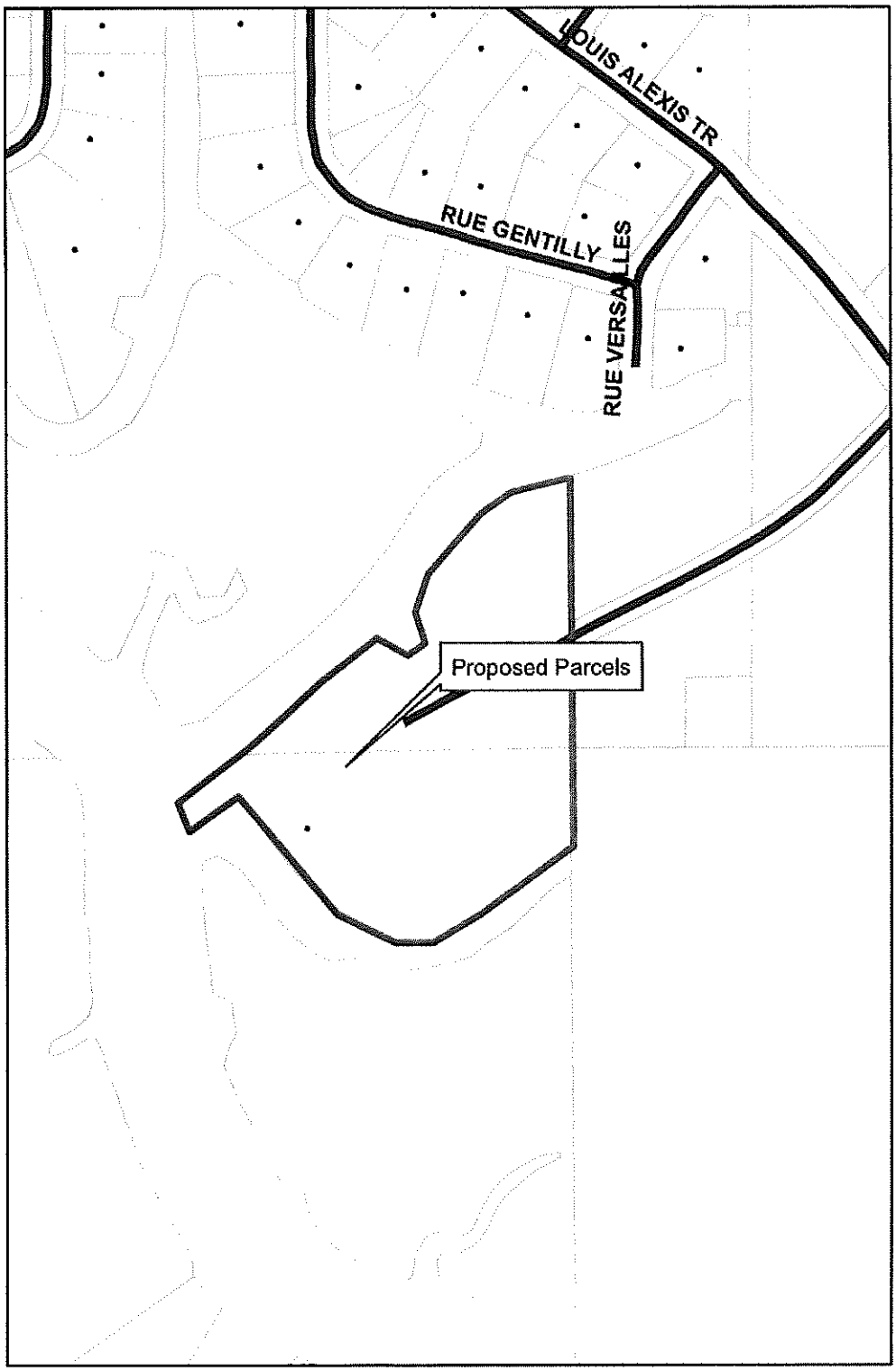
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



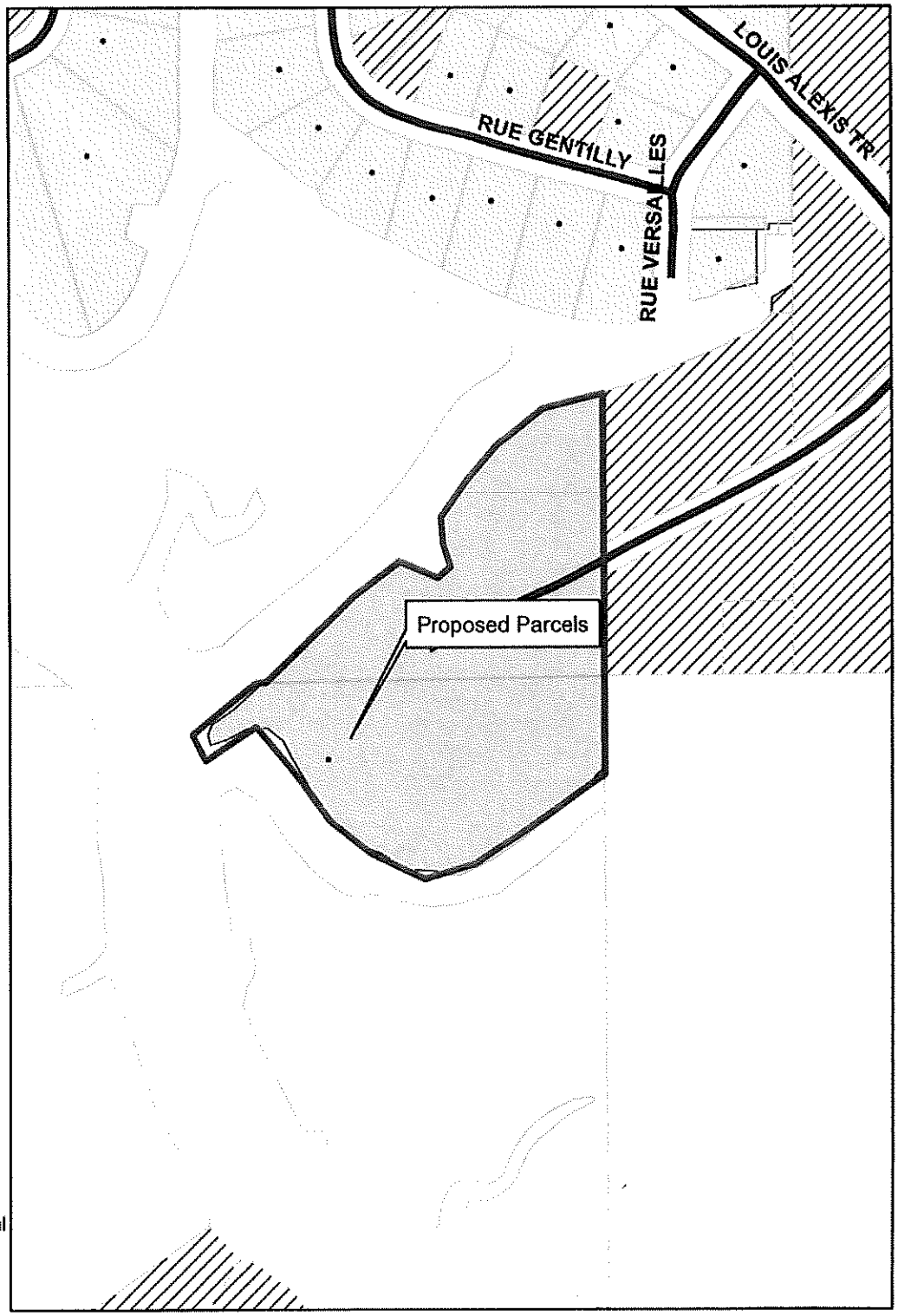
Legend

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

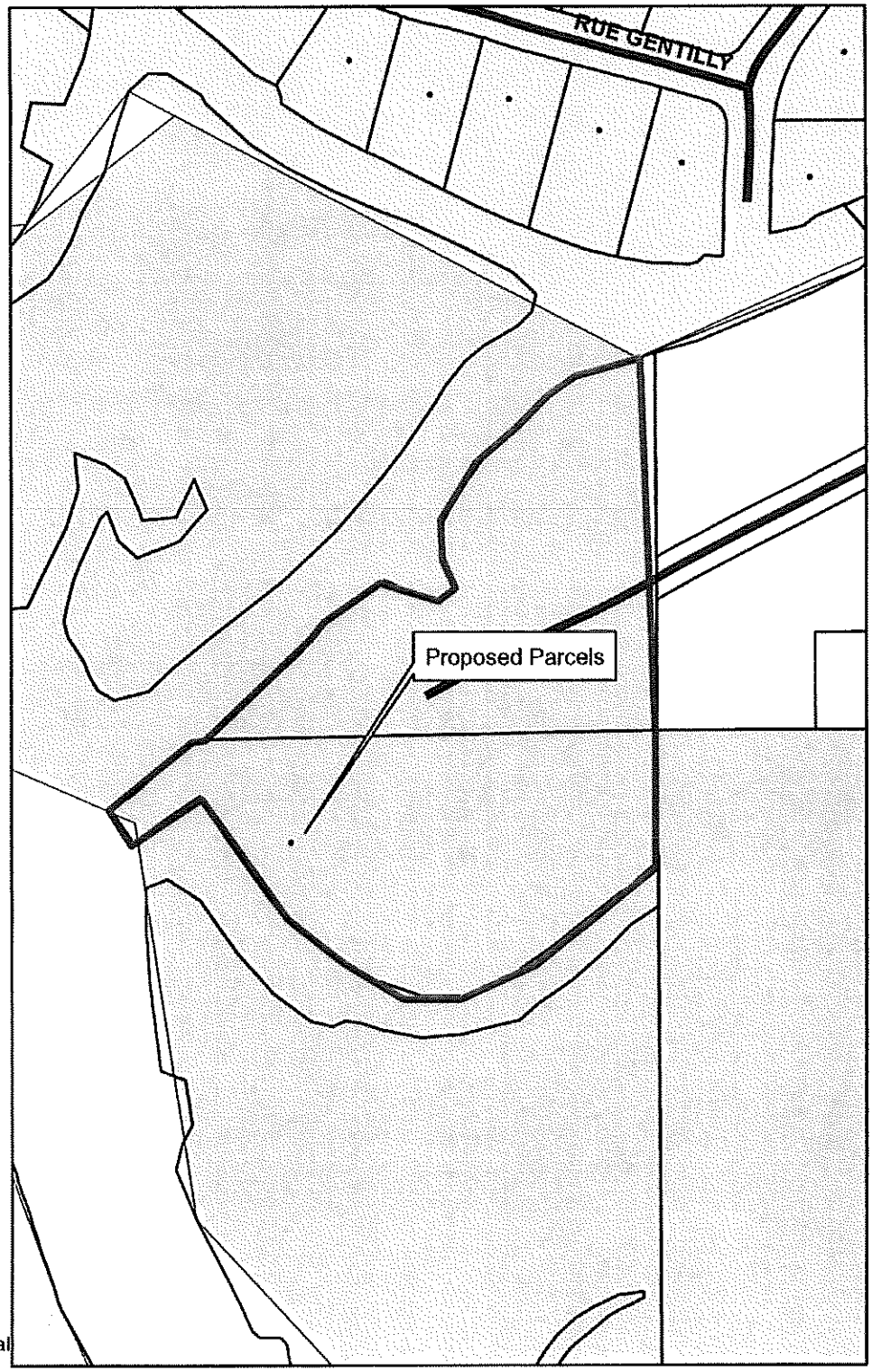
Legend

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 Minor returned to the meeting at 7:28pm.

Councilman Minor made the motion to accept the Planning Commission's recommendation and approve the Conditional Use-Major Permit, as presented, that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District, located at 5090 Gautier Vancleave Road, (GPC #26-23-CU) (PID #82423380.145). 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 098-2026

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 26-23-CU
5090 GAUTIER VANCLEAVE ROAD – C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO. 82423380.145

WHEREAS, an application for a Conditional Use-Major Permit to allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District was submitted by Collin Cheek dba River Chase Village, Inc.; and

WHEREAS, the parcel subject to this Permit is located at 5090 Gautier Vancleave Road, Gautier, Mississippi; and

WHEREAS, after due public notice, the Planning Commission, at its May 7, 2026 meeting, held a public hearing on this matter; and

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

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

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

WHEREAS, the City Council hereby finds that the proposed use, classified as an expansion of an existing skilled nursing facility for eight (8) additional private rooms, is permitted as a Conditional Use-Major in a C-2 Community Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Major Permit for an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District.

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

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

Motion was made by **Councilman Minor,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 05/12/2026
Subject: Consider a request for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility to allow eight (8) additional private rooms in a C-2 Community Commercial Zoning District. 5090 Gautier Vancleave Road, (GPC #26-23-CU)

REQUEST:
The Planning Department has received a request from Collin Cheek dba River Chase Village, Inc. for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District at 5090 Gautier Vancleave Road, (GPC #26-23-CU) PID #82423380.145 (GPC #26-23-CU) The application fee of $250 was paid on April 16, 2026. All public notice requirements have been met.

BACKGROUND:
The requested property is zoned C-2 Community Commercial.

1. Location: 5090 Gautier Vancleave Road, PID #82423380.145 (See Exhibit A)
2. General features of the proposed project:

   Total Area: Approximately 4.34 Acres

   Existing skilled nursing facility
3. Existing Zoning – C-2 Community Commercial (See Exhibit B)
4. Existing Land Use – currently part of the established skilled nursing facility. (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

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

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

   Applicant Response: Yes

   Staff Finding: Yes. A Convalescent or Nursing Home is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

   Applicant Response: This project consists of adding 8 private rooms to an existing skilled nursing facility. It will not have any negative effect on development in the surrounding areas nor will any

additional parking be needed. We are not adding more beds to the facility, rather adding more private rooms so we can better serve the community. The total bed count will still remain at 60, therefore not increasing capacity and parking.

Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use.

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

   Applicant Response: No it will not. The addition of private rooms will enhance senior housing for people in our community.

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

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

   Applicant Response: No, it will not. The addition will be located behind the existing building.

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

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

   Applicant Response: Yes, it can be since our square footage will be increasing, but the number of people living within our building will not be increasing beyond our current capacity.

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

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

   Applicant Response: I have not seen the Comprehensive Plan and can therefore not opine on this question.

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

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

   Applicant Response: No, it does not. The addition consists of 8 rooms for elderly people to reside in a peaceful setting.

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

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

   Applicant Response: Yes it does.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Conditional Use – Major as presented, as it meets all the criteria presented in the UDO.

The City Council May:

1. approve the Conditional Use-Major
2. approve the Conditional Use-Major with changes; or
3. deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.7.26 (#26-23-CU)
2. Complete Packet 26-23-CU

Excerpt from April 2, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District. 5090 Gautier Vancleave Road, (GPC #26-23-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. Mr. Ankerson also advised that the nursing facility was a grandfathered use in this zoning district and would not need a Conditional Use if they were not expanding. However, since the layout of the building is changing, Conditional Use is needed.

REQUEST:

The Planning Department has received a request from Collin Cheek dba River Chase Village, Inc. for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District at 5090 Gautier Vancleave Road, (GPC #26-23-CU) PID #82423380.145 (GPC #26-23-CU) The application fee of $250 was paid on April 16, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 5090 Gautier Vancleave Road, PID #82423380.145 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 4.34 Acres
   Existing skilled nursing facility

3. Existing Zoning – C-2 Community Commercial (See Exhibit B)

4. Existing Land Use – currently part of the established skilled nursing facility. (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes

   Staff Finding: Yes. A Convalescent or Nursing Home is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

   Applicant Response: This project consists of adding 8 private rooms to an existing skilled nursing facility. It will not have any negative effect on development in the surrounding areas nor will any additional parking be needed. We are not adding more beds to the facility, rather adding more private rooms so we can better serve the community. The total bed count will still remain at 60, therefore not increasing capacity and parking.
   Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use.

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

   Applicant Response: No it will not. The addition of private rooms will enhance senior housing for people in our community.

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

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

   Applicant Response: No, it will not. The addition will be located behind the existing building.

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

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

   Applicant Response: Yes, it can be since our square footage will be increasing, but the number of people living within our building will not be increasing beyond our current capacity.

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

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

   Applicant Response: I have not seen the Comprehensive Plan and can therefore not opine on this question.

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

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

   Applicant Response: No, it does not. The addition consists of 8 rooms for elderly people to reside in a peaceful setting.

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

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

   Applicant Response: Yes it does.

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

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right

but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward invited the applicant to come forward and present their case.

Collin Cheek, Owner of 5090 Gautier Vancleave Road. Mr. Cheek thanked the commissioners for listening to his previous comments about the Special Exception and listening to him now. Mr. Cheek stated that his father had built River Chase in 2002, owned and operated it ever since and will continue to do so as long as Mr. Cheek is alive. Mr. Cheek and his family are in the nursing home business and have been for over 30 years. There is another nursing home in D'Iberville and one in Bay Saint Louis. Right now, River Chase is licensed for 60 beds, that is not going to change. The plan is to simply add 8 more private rooms to improve the living conditions for their residents.

Chairman Ward asked if these people are already in the facility or will this bring in more people.

Collin Cheek advised that the hope is that this will increase the census some, right now they are operating anywhere from 52 to 57 people. The hope is that this will allow a few more people to come in, closer to 60, in a more comfortable way. Skilled Census, which

is people who are discharged from a hospital or need certain treatments, is currently around 5-10 people and those folks usually prefer a private room. So, we are trying to accommodate.

Commissioner Decoteau asked if there was a rehab facility inside River Chase.

Collin Cheek stated that they do have a rehab facility inside River Chase.

Commissioner Decoteau asked Mr. Cheek if the building addition would be onto the back of the property on the "short leg" of the building.

Collin Cheek advised that was where the addition would be going.

Commissioner Decoteau asked Scott Ankerson if that would infringe on the property line.

Chairman Ward advised that on the first site map that was submitted Mr. Cheek has it drawn out with a distance measurement from the property line.

Collin Cheek advised that the planned addition does cut two feet into the side set back of the north property line, but River Chase owns that property as well.

Scott Ankerson advised that the setback issue has already been reviewed by the Planning Department and would require an administrative variance. That administrative variance is within the 30% variance that the Planning Director is allowed to give.

Commissioner Hudson asked that since the two parcels owned by River Chase are not joined, they are considered two separate entities.

Scott Ankerson advised that as it relates to the ordinance, it's considered one site in this case. The Planning Department would not require them to drop the property line between the two parcels.

Commissioner Buxton stated that her Godmother used to be the D.O.N. (director of nursing) at River Chase, and they have a nice facility, and they take really good care of the people.

Chairman Ward closed the public hearing portion of this matter.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Conditional Use – Major as presented, as it meets all the criteria presented in the UDO.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 7, 2026

GPC #26-23-CU

Collin Cheek dba River Chase Village, Inc.

5090 Gautier Vancleave Road

VII. NEW BUSINESS

5. Consider a request for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility to allow eight (8) additional private rooms in a C-2 Community Commercial Zoning District. 5090 Gautier Vancleave Road, (GPC #26-23-CU)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

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

1. Chairman announces the case.

2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."

3. Staff gives brief overview of case.

4. Applicant presents their case.

5. Anyone to speak in support of the Request? Please state your name and address for the record.

6. Anyone to speak in opposition of the Request? Please state your name and address for the record.

7. Any final comments from the applicant?

8. Questions from Commission?

9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel

10. Motion/Deliberation/Vote

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 16, 2026

Subject: Consider a request for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District. 5090 Gautier Vancleave Road, (GPC #26-23-CU)

REQUEST:

The Planning Department has received a request from Collin Cheek dba River Chase Village, Inc. for a Conditional Use-Major that would allow an expansion of the existing skilled nursing facility for eight (8) additional private rooms in a C-2 Community Commercial Zoning District at 5090 Gautier Vancleave Road, (GPC #26-23-CU) PID #82423380.145 (GPC #26-23-CU) The application fee of $250 was paid on April 16, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 5090 Gautier Vancleave Road, PID #82423380.145 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 4.34 Acres
   Existing skilled nursing facility

3. Existing Zoning – C-2 Community Commercial (See Exhibit B)

4. Existing Land Use – currently part of the established skilled nursing facility. (See Exhibit C)

5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

   Applicant Response: Yes

   Staff Finding: Yes. A Convalescent or Nursing Home is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

   Applicant Response: This project consists of adding 8 private rooms to an existing skilled nursing facility. It will not have any negative effect on development in the surrounding areas nor will any additional parking be needed. We are not adding more beds to the facility, rather adding more private rooms so we can better serve the community. The total bed count will still remain at 60, therefore not increasing capacity and parking.

   Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use.

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

   Applicant Response: No it will not. The addition of private rooms will enhance senior housing for people in our community.

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

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

   Applicant Response: No, it will not. The addition will be located behind the existing building.

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

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

   Applicant Response: Yes, it can be since our square footage will be increasing, but the number of people living within our building will not be increasing beyond our current capacity.

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   Applicant Response: No, it does not. The addition consists of 8 rooms for elderly people to reside in a peaceful setting.

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

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

   Applicant Response: Yes it does.

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DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

26-23-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:		FEE:
Conditional Use - Major	✓	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor		$251.00

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

Name of Applicant: Collin Cheek

Name of Business: River Chase Village, Inc Phone: 228-522-6700

Property Address: 5090 Gautier Vancleave Rd. Mailing Address (if Different):

E-Mail Address: Collin@SentryCare.com

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

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

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

✓ 3. Diagram of intended use (see attached).

_____ 4. Copy of protective covenants or deed restrictions, if any.

_____ 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

_____ 6. Any other information requested by the Planning Director.

_____ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): _____ Date of Application: 3/31/26

FOR OFFICE USE ONLY

Date Received 4/16/26 Verify as Complete Babs + Eric

Fee Amount Received $251.00 Initials of Employee Receiving Application Babs + Emp

C-2

Major Conditional Use Criteria for Approval

1. Yes
2. This project consists of adding 8 private rooms to an existing skilled nursing facility. It will not have any negative effect on development in the surrounding areas nor will any additional parking be needed. We are not adding more beds to the facility, rather adding more private rooms so we can better serve the community. The total bed count will still remain 60, therefore not increasing capacity and parking.
3. No, it will not. The addition of private rooms will enhance senior housing for people in our community.
4. No, it will not. The addition will be located behind the existing building.
5. Yes, it can be since our square footage will be increasing, but the number of people living within our building will not be increasing beyond our current capacity.
6. I have not seen the comprehensive plan and can therefore not opine on this question
7. No, it does not. The addition consists of 8 rooms for elderly people to reside in a peaceful setting.
8. Yes it does.

Minor Conditional Use Criteria for Approval

1. Yes; this is an addition to an existing and established business and is compatible
2. No; the addition to the existing building will not be detrimental to health and safety
3. I have not seen the comprehensive plan and can therefore not opine on this question
4. Yes

Narrative

River Chase Village is a 60-bed skilled nursing community that was built around 2001 by SentryCare. Still owned and operated by SentryCare, we are proposing an addition to the existing building of 8 rooms to enhance the living accommodations for those that we serve. We currently have 12 private rooms and 24 semi private rooms. By adding a wing of 8 rooms, our building will have 28 private rooms and 16 semi private. Being able to offer more private rooms gives our residents more options for living arrangements.

MISSISSIPPI STATE DEPARTMENT OF HEALTH

November 19, 2025

Leah McBride Watters, Registered Architect
Watters Architecture
133 Davis Ave APT K,
Pass Christian, MS 39571

RE: Plan Review for
River Chase Village
5090 Gautier Vancleave Rd
Gautier, MS 39553
Project Number: N/A
Eight (8) Private Rooms Addition at River Chase Village

Dear Ms. Watters,

Thank you for providing the plan drawings for this project. Based on our review, the submitted Plans, Specifications and Responses are accepted without further comment. Approval for commencement of construction is granted. However, failure by this office to note errors or omissions does not relieve the obligation of the Licensee to meet all regulations, codes and standards governing this facility.

Final construction approval may be achieved by a final inspection upon completion of construction. We also require notification of 50% and 80% completion of construction so that we may make intermediate inspections at those intervals. We ask that inspection requests be submitted in writing a minimum of two to four weeks in advance. Send requests to Derrick McInnis at FireSafetyConstruction@msdh.ms.gov

If I can be of further assistance, please contact the Division of Fire Safety and Construction, Bureau of Health Facilities Licensure and Certification.

Sincerely,

Derrick McInnis, HFLC Director, Fire Safety & Construction, via email
(601) 364-1111 • FireSafetyConstruction@msdh.ms.gov

cc:

River Chase Village Addition

5090 Gautier Vancleave Rd, Gautier, MS 39553

SCOPE OF WORK: *This is an abbreviated description; see all drawings for full scope*

1. Provide 8 new ADA, private rooms off existing building.
2. Provide SPRINKLER SYSTEM in new construction.
3. Work includes new walls, plumbing, PTAC units, ceiling and electrical.

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
AFS	ABOVE FINISH SLAB
ALUM	ALUMINUM
BFE	BASE FLOOD ELEVATION
B.O.	BOTTOM OF
BT	BETWEEN
C.O.	CASED OPENING
CL	CLOSET
CLG	CEILING
CONC	CONCRETE
DP	DESIGN PRESSURE
DS	DOWN SPOUT
DTD	DUSK TO DAWN
EJ	EXPANSION JOINT
EXR	EXISTING TO REMAIN
EXG	EXISTING
FO	FACE OF
FC	FIBER CEMENT
GB	GYPSUM BOARD
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
HVAC	HEATING, VENTALATION, & AIR CONDITIONING
HT	HEIGHT
MAX	MAXIMUM
MIN	MINIMUM
O.C.	ON CENTER
OF	OWNER FURNISHED
PEMB	PRE-ENGINEERED METAL BUILDING
PT	PRESSURE TREATED
RO	ROUGH OPENING
SF	SQUARE FEET
STL	STEEL
T.O.	TOP OF
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
WD	WOOD
WH	WATER HEATER
VIF	VERIFY IN FIELD

PROJECT INFO

SITE ADDRESS:	5090 Gautier Vancleave Rd Gautier, MS, 39553
PARCEL ID:	824Z03380.145
ZONING:	C-2
FRONT SETBACK:	40' min.
SIDE SETBACK:	15' min.
REAR SETBACK:	35' min.
BUILDING HEIGHT:	35' Max
PARKING:	1 Space per 4 beds = 14 1 space per largest employee shift = 32 Parking spaces required: 46 Parking spaces exp: 43

Note: No new parking spaces shall be provided as part of the renovation. The population count will remain unchanged, and the existing parking has provided sufficient.

SHEET INDEX

A.1	Title & Site Plan
A.2	Overall Plan
A.3	Enlarged Plans
A.4	Foundation,Roof & Framing Plans
A.5	Elevations & Wall Section

AREAS

Conditioned Space		
	New Construction	2,732 ft²
	Existing	21,883.77
		23,615.77 ft²

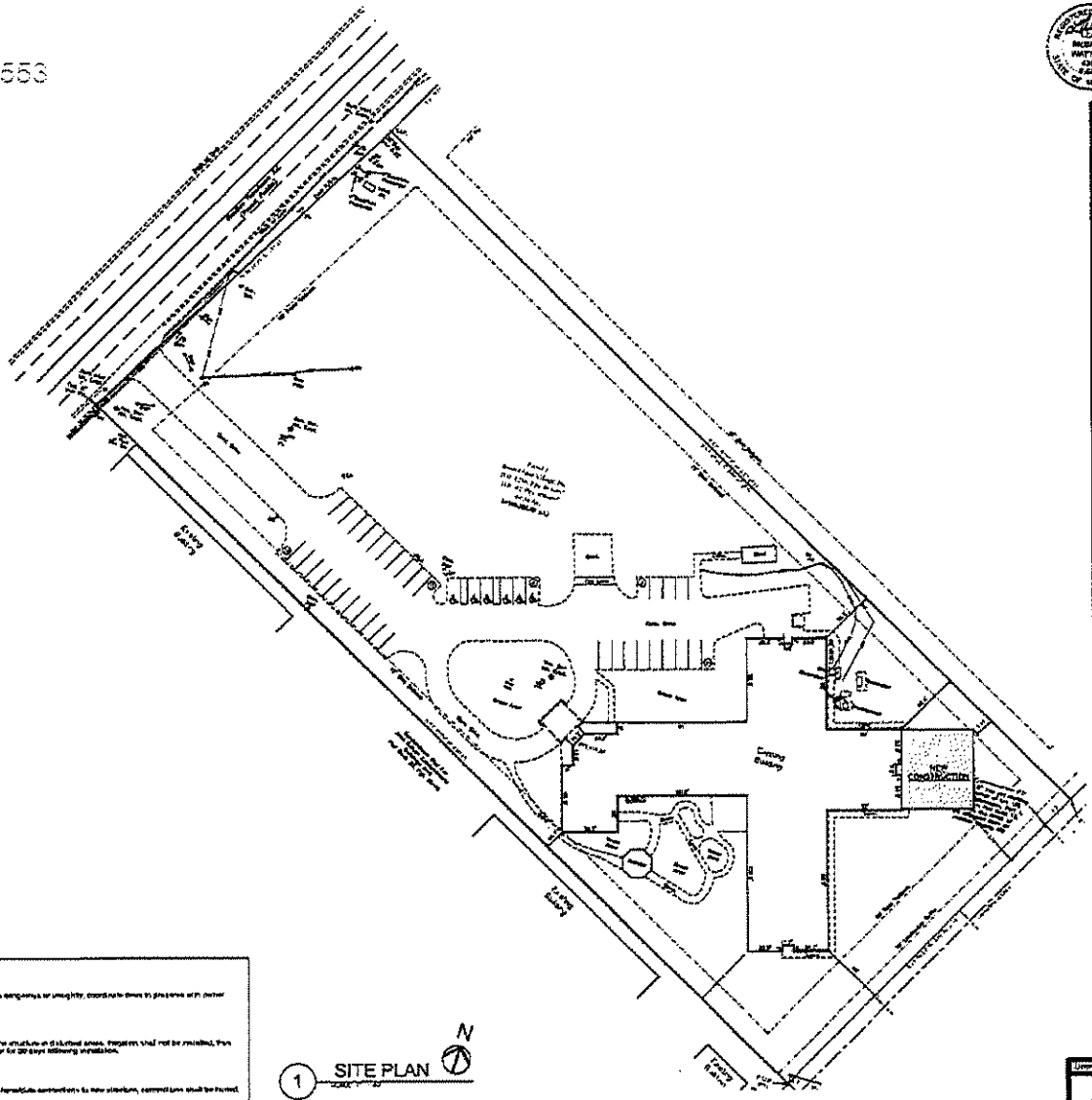
SITE PLAN NOTES:

CLEARING
Contractor shall clear trees & brush damaged or dangerous or unsightly, coordinate items in questions with owner

FOUNDATION
Slab on Grade w/ footings. Vapor Barrier

LANDSCAPING
Sod shall be installed immediately surrounding the structure on disturbed areas. Irrigation shall not be installed, Post stabilizing sod is the responsibility of the contractor for 90 days following installation.

UTILITIES
Water: Contractor shall tie into existing
Power: Contractor shall tie into existing
Cable/phone: Contractor shall provide all cable/phone/data connections to new structure, connections shall be buried



1 SITE PLAN

WATTERS ARCHITECTURE

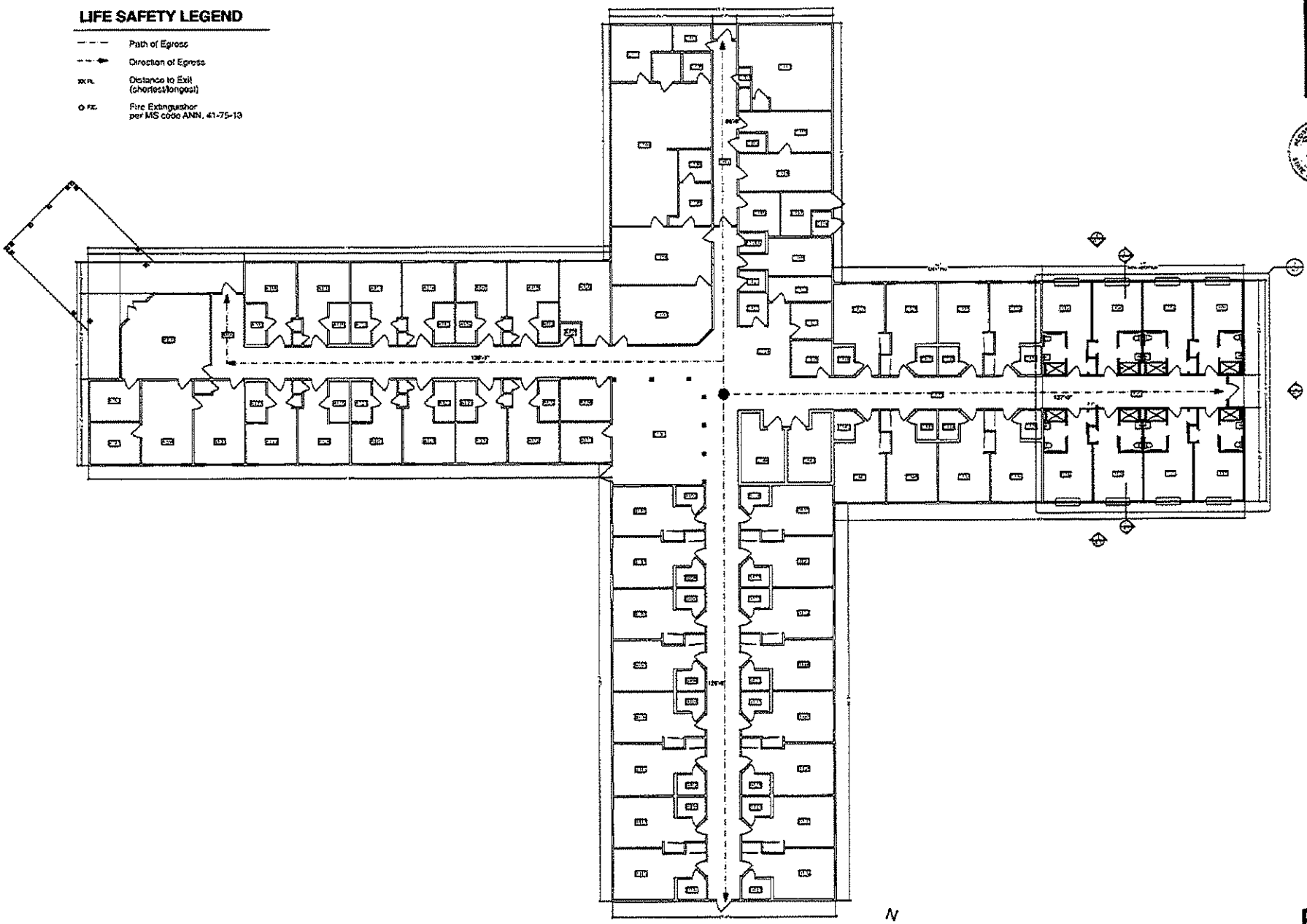
River Chase Village 5090 Gautier Vancleave Rd Gautier, MS, 39553

Title & Site Plan

A.1

LIFE SAFETY LEGEND

- Path of Egress
- Direction of Egress
- Distance to Exit (shortest/longest)
- Fire Extinguisher per MS code ANN. 41-75-13



1 OVERALL PLAN

N

WATTERS ARCHITECTURE

River Chase Village

5090 Gautier/Vancleave Rd
Gautier, MS, 39553

Overall Plan

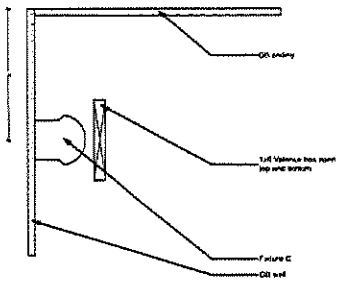
A.2

FIXTURE LEGEND

A	Fire Rated Downlight, similar to PLF-CAT/RH-MW/DIM/RD-WHT, 120-277V / 1040 Lm / 13.4 W / 3 in.
AC	Fire Rated Downlight, Emergency, similar to PLF-CAT/RH-MW/DIM/RD-WHT-EM, 120-277 V / 1040 Lm / 13.4 W / 3 in.
B	See Fixture A, with manual dimming switch for nightlight use.
C	Bathroom recessed, with wet wall mounting box, size listed. LSI AGT-HDH-WT-R WHT/MW/HDH, 120-277V / 1500Lm / 24W/FT / 3 in.
D	Vanity light, pending
E	Exterior wall sconce. Match existing or new architect for specs
F	Ceiling mount LED Flat Panel. Match existing or new architect for specs
FL	Flood light on motion sensor. Match existing or new architect for specs

SYMBOL LEGEND

- Switch. (Owner & Elec. to determine final options)
- Surface Mounted Ceiling Fixture
- Surface Mounted Wall Fixture
- Flush Mount, Slim Profile LED Flat Panel
- Emergency Exit or Emergency Lights
- Smoke & Carbon Monoxide Detector Apartment
- Ceiling mounted Exhaust fan w light
- Duplex Wall 18" AFF
- Ground Fault Circuit Interrupter
- Duplex Wall 36" AFF



4 FIXTURE C VALENCE BOX DETAIL

GENERAL NOTES

1. GFCI RECEPTACLES IN ALL WET AREAS.
2. ALL LIGHT BULBS/FIXTURES SHALL BE LED
3. MOUNTING HEIGHTS:
   TV AT 54" AFF
   HAND DRYER AT 40" AFF TO TOP OF NOZZLE
   RECEPTACLE 15" AFF TO TOP OF BOX
4. ALL INTERIOR DOUBLES SHALL BE GFI.
5. BATHROOM FANS SHALL HAVE TIMER SWITCHES.

WALL LEGEND

- Demo Wall
- Existing Exterior Interior Wall
- New 2x4 Wall
- New 2x4 Ext. Wall

PLAN NOTES

1. Case existing and TO FACE OF STAIR, FLAT. If Required to be back of Existing Finish Material.
2. TYPICAL DOOR LOCATION IS 4" FROM INTERSECTION AS 4 SHOWN
3. Contractor to Coordinate Owner's Furniture. Owner's Install D.

DOOR SCHEDULE

ID	NOMINAL WIDTH	NOMINAL HEIGHT	RATING	HARDWARE SET
			FRAME / DOOR	
100	3'-0"	6'-8"	Unrated	A
101	3'	6'-8"	Unrated	B
101A	3'	6'-8"	Unrated	C
101B	3'	6'-8"	Unrated	C
102	3'	6'-8"	Unrated	B
102A	3'	6'-8"	Unrated	C
102B	3'	6'-8"	Unrated	C
103	3'	6'-8"	Unrated	B
103A	3'	6'-8"	Unrated	C
103B	3'	6'-8"	Unrated	C
104	3'	6'-8"	Unrated	B
104A	3'	6'-8"	Unrated	C
104B	3'	6'-8"	Unrated	C
105	3'	6'-8"	Unrated	B
105A	3'	6'-8"	Unrated	C
105B	3'	6'-8"	Unrated	C
106	3'	6'-8"	Unrated	B
106A	3'	6'-8"	Unrated	C
106B	3'	6'-8"	Unrated	C
107	3'	6'-8"	Unrated	B
107A	3'	6'-8"	Unrated	C
107B	3'	6'-8"	Unrated	C
108	3'	6'-8"	Unrated	B
108A	3'	6'-8"	Unrated	C
108B	3'	6'-8"	Unrated	C

WINDOW TYPES

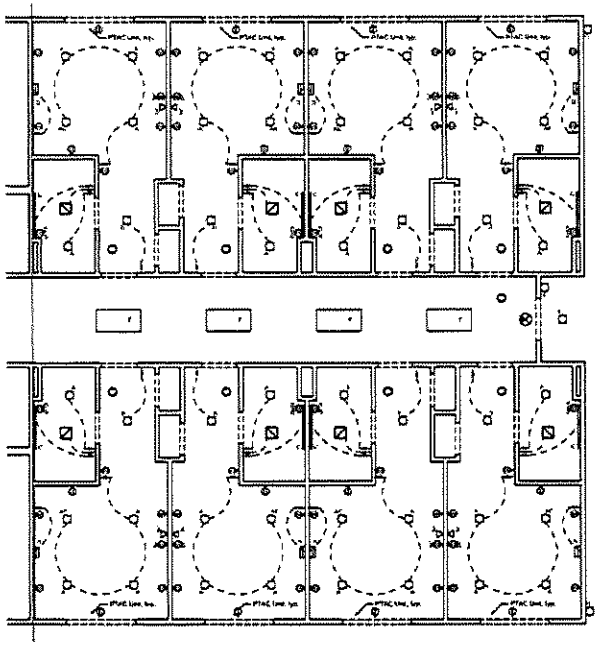
Type	1
	FRONT ELEVATION
NOMINAL W x H SIZE	3'-0" x 4'-0"
WINDOW TYPE	Awning Vinyl
QUANTITY	9
REMARKS	White Vinyl Single

HARDWARE SETS:

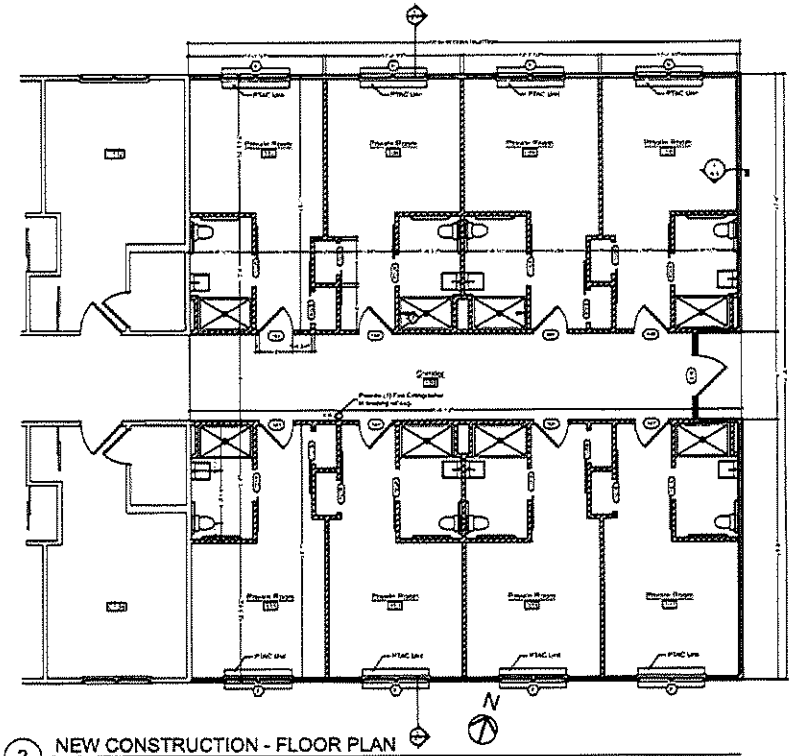
- A - Pass Hardware
- B - Passage
- C - Entrance pass, w/ mortise prep, peephole and mortise locking knob hardware set face on

Floor Plan Demolition Keynotes:

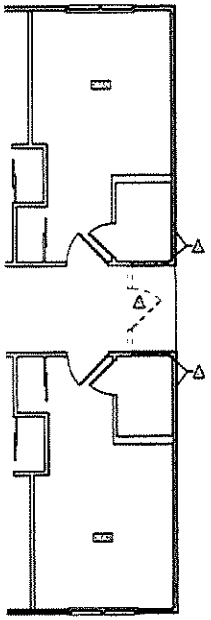
- Demolition wall door and exterior wall. See plan diagrams for dashed area in RED.
- Demolition siding and soffit



3 ELECTRICAL LAYOUT



2 NEW CONSTRUCTION - FLOOR PLAN



1 DEMOLITION PLAN

WATTERS ARCHITECTURE
McBRIDE WATTERS AND ASSOCIATES, INC.
5090 Gautier Vancleave Rd
Gautier, MS, 39553

River Chase Village

Enlarged Plans

CONSTRUCTION DOCUMENTS

A.3

WATTERS
ARCHITECTURE

6090 Gautier Vancleave Rd
Gautier, MS. 39553

River Chase Village

Foundation,Roof & Framing Plans

A.4

5 TRUSS PLAN OF NEW WORK

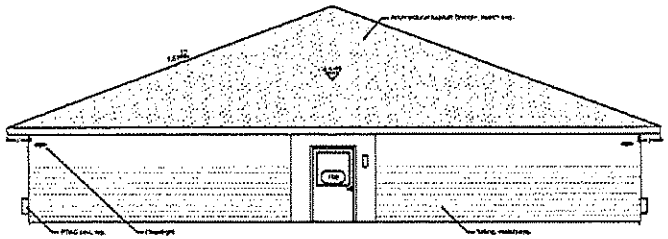
2 NEW SLAB INTO EXG.

3 SLAB EDGE DETAIL

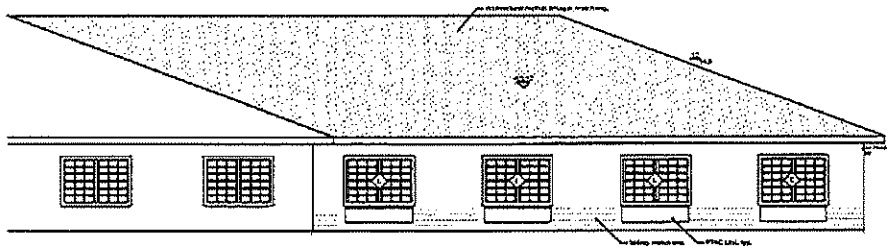
4 GRADE BEAM DETAIL

1 FOUNDATION PLAN

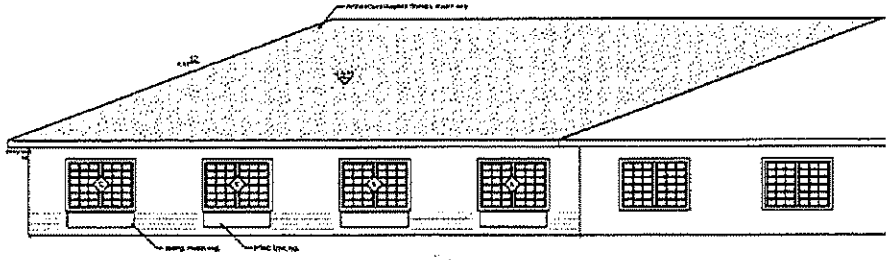
6 ROOF PLAN



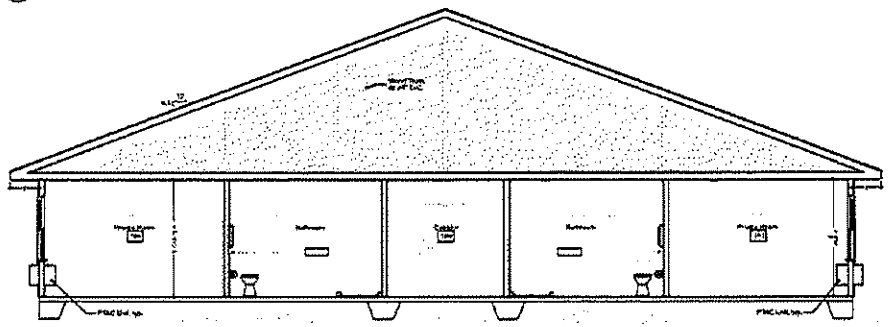
2 BACK ELEVATION OF NEW WORK



3 SIDE ELEVATION OF NEW WORK



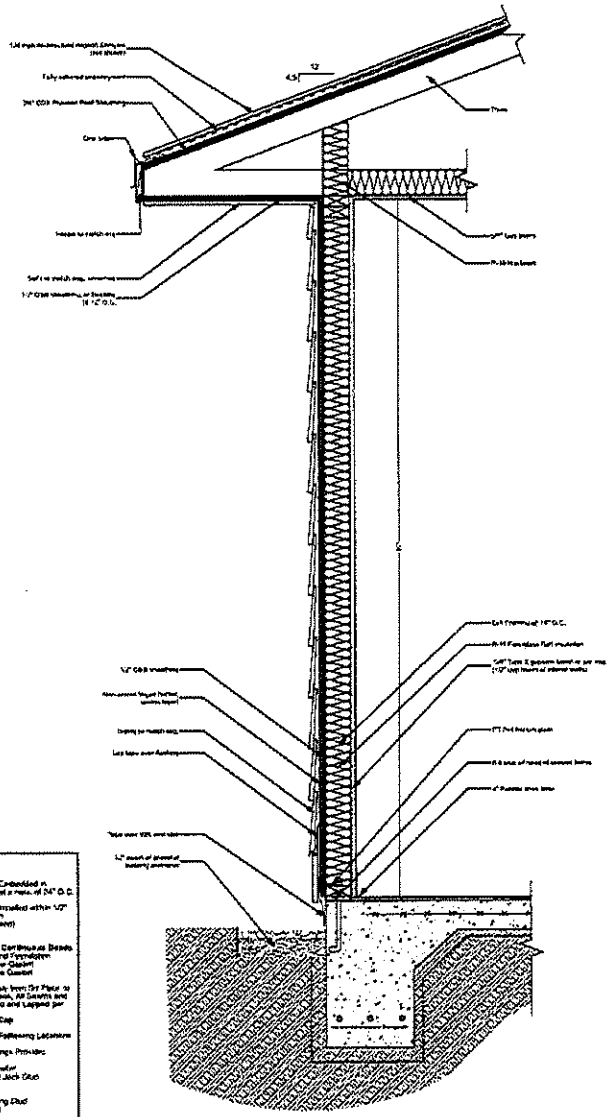
4 SIDE ELEVATION OF NEW WORK



5 BUILDING SECTION

Wall Section Notes

1. 5/8" Diameter Anchor Bolts Shall Be Embedded in Foundation a min. 7" and Be Spaced at a max. of 24" O.C. and 12" max. from Corner.
   - 3" Square Washers Shall Be Installed within 1/2" max. of the Edge of the Sill Plate (Alternate Series if 2nd Wall is Used)
2. Sill Plate and Its Screw Treated
   - Provide Foam Gasket (1/8 x 2 Continuous Beads of Sealant Between Sill Plate and Foundation
   - Outermost Bead Shall Be Within Gasket
   - Intermittent Bead Shall Be Above Gasket
3. Vapor Barrier Shall Span Continuously from Sill Plate to Top Plate or provide spiral anchors at knees. All Seams and Holes at Window Header Shall Be Taped and Lapped per Manufacturer's Instructions.
   - Fasteners Shall Have Button Cap
4. Provide Insulation Restraint in the Following Locations:
   - At All Door and Window Openings Provide:
     Simpson CS16
     Wrapping Over Each End of Header
     w/ (2ea) 10d Nails into Adjacent Jack Stud
     Simpson SPH4 or H8
     Above and Below Outermost King Stud
     and Drilled Adjacent Jack Stud
   - Every Truss, Provide:
     H8 or H10 Connecting Rafter to Top Plate
     If Ramp is installed on exterior of OSB, Use a 2-1/2" Galvanized Nail



1 TYPICAL WALL SECTION

WATTERS ARCHITECTURE
5090 Gautier Vancleave Rd
Gautier, MS, 39553

River Chase Village

Elevations & Wall Section

CONSTRUCTION DOCUMENTS

A.5

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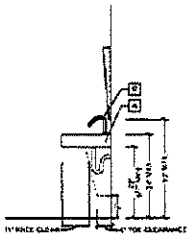
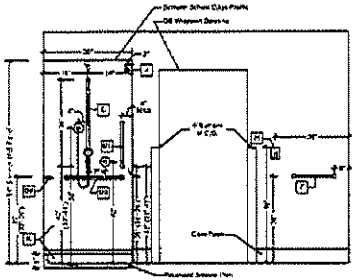
PLUMBING ACCESSORY SCHEDULE

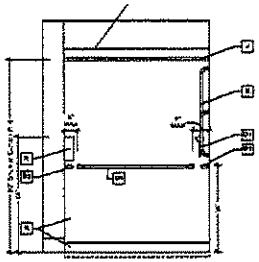
KEY	FIXTURE	BRAND	MODEL NO.	DESCRIPTION	SIZE	FINISH/COLOR	MOUNTING HT.	NOTES
A	Sink	American Standard	0424061.C.020	Decorum 20" Wall Mounted sink w/ center hole only	20" x 18"	White	Side Detail	Provide ADA Pulvage closure
B	Trim - ADA	Moen	[illegible]	[illegible]	[illegible]	White		
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	White		
C	Faucet	American Standard	7353104	Single Control Faucet, single hole, w/ lever		Chrome	Side, Mounted	
B1	18" Grab Bar			Vertical mount	18"	Stainless Steel		
B2	24" Grab Bar			Horizontal mount	24"	Stainless Steel		
B3	36" Grab Bar			Horizontal mount	36"	Stainless Steel		
B4	42" Grab Bar			Horizontal mount	42"	Stainless Steel		
F	Shower Head/Trim	Symmons	S-600-PLT	Origins Hand Shower System		Chrome	Side Detail	
F	Towel Bar	Bradley	9924	Stainless Steel Square Towel Bar, surface mounted	24"	Satin Finish		
G	Toilet Paper Holder	Bradley	5268	Surface Mounted Dual post toilet paper dispenser			Wall Detail	
H	Soap Dish	Bradley	9114	Stainless Steel single post soap dish, surface mounted		Satin Finish		
J	Shower Curtain Rod			Shower curtain rod, not provided	Cut to size	Fiberglass Resin	80"	
K	Shower Pan & Wall Panel	Tenaya Warm	3260A-ARMOR	60"x 30" Shower pan w/ center drain, slip resistant finish	60" x 30"	Standard Color	as shown	Mfr. Shower instructions MFGR/INSTALL
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
	Shower Curtain	Tenaya Warm	4734C-NC	Mandalay Solid Surface Corner Seat, 4 Tension Cavity	24" x 24"	White		
L	Floor Faucet	TOTO		Single handle floor Faucet w/ handle w/ telescopic sprayer			Floor Detail	
M	Wall Panel			FRP 48" Panel				



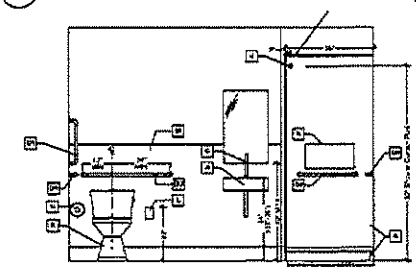
6 SINK SECTION



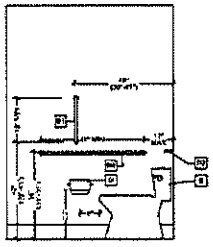
5 DOOR ELEVATION



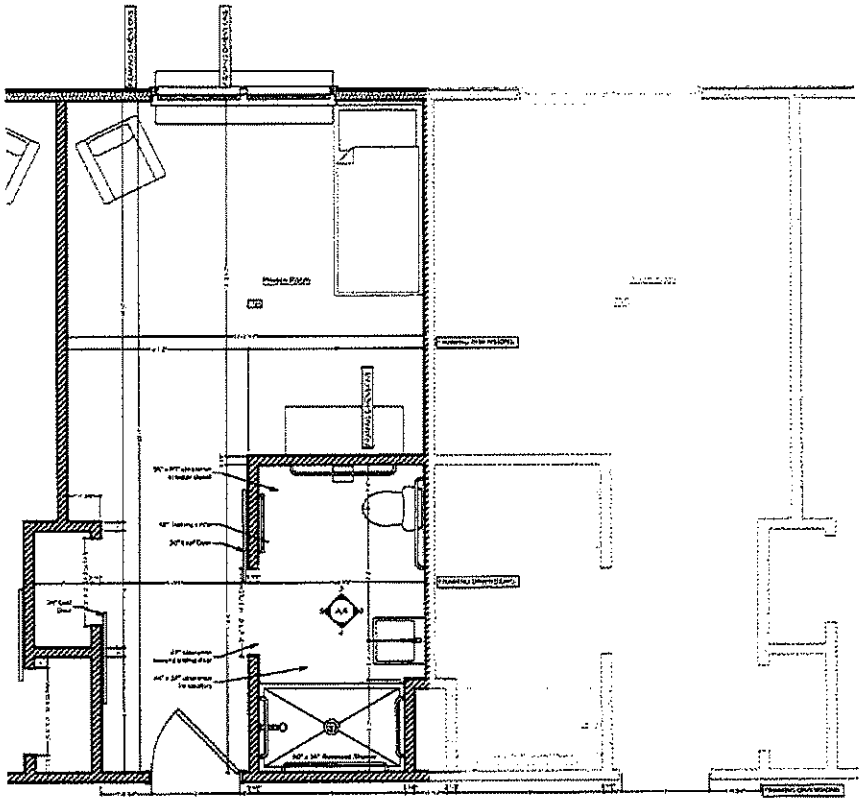
4 SHOWER ELEVATION



3 TOILET/SINK ELEVATION



2 TOILET ELEVATION



1 PROTOTYPICAL ROOM

96

WATTERS ARCHITECTURE

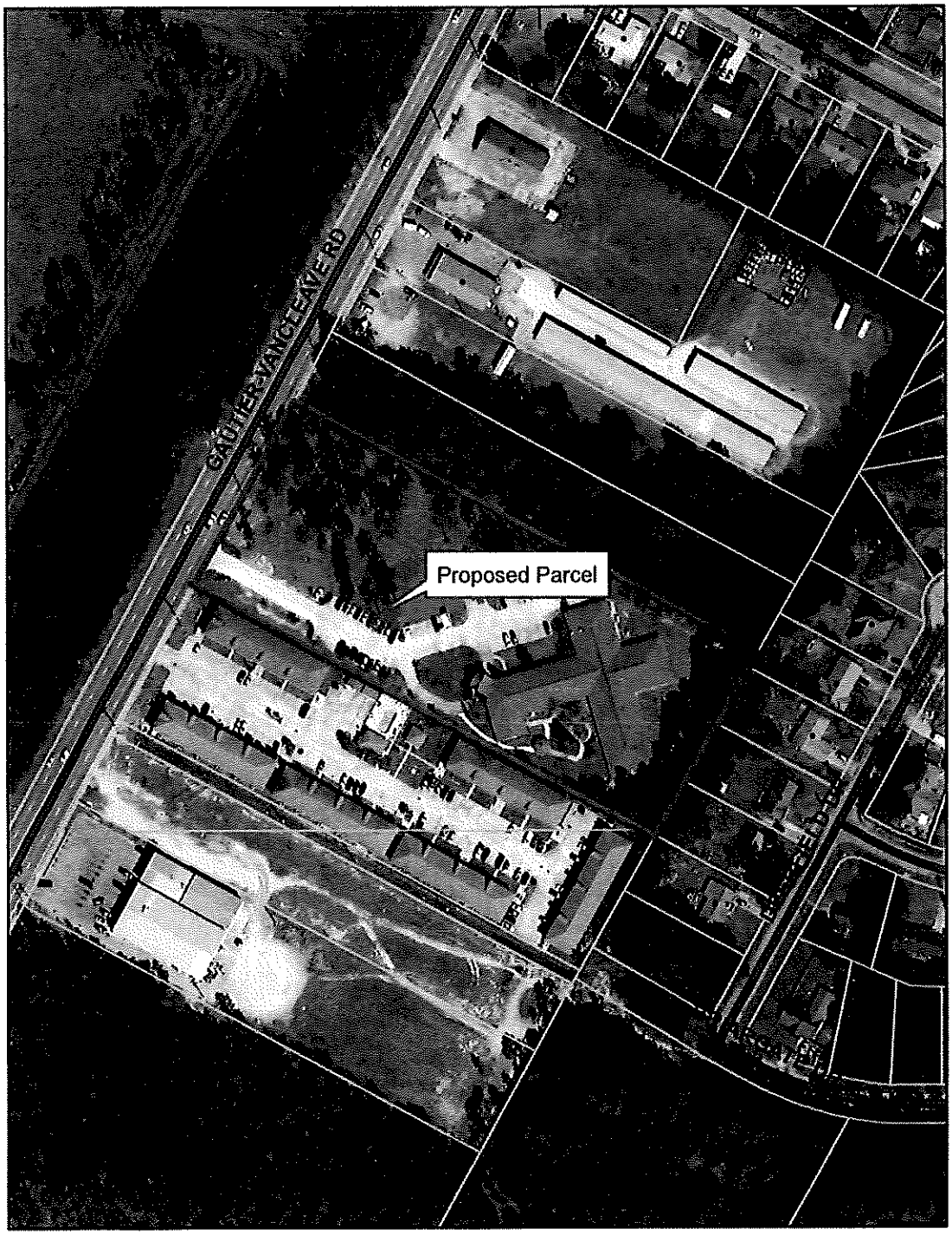
River Chase Village 6090 Gautier Vancleave Rd Gautier, MS, 39553

Enlarged Plans

A.6

FIRST_SHAP	188,033.15
OID_	
ID	80,092.00
PIDN	82423380.145
MAPNO	776.23-23-014.08
GISP_1	776.23-04-0005.00
NAME	SENTRY SOUTH LP
NAME2	
ADDRESS	106A OFFICE PARK DR
CITY	BRANDON MS
ZIP	39042
LOCATION	5090 GAUTIER VANCLEAVE RD GAUTIER
DESC1	COM SEC SECT 23 W 722.72' S 6.15
DESC2	TO POB N 62 DEG W 680.85' TO E/
DESC3	M GAUTIER-VANCLEAVE RD N 30 DEG
DESC4	E ALG E/M RD 281.21' S 61 DEG E
DESC5	669.37' S 27 DEG W 280.06' TO PO
DESC6	B DB 1236-465 'PER SURVEY' (5 MA
DESC7	P776.23-04)
DESC8	
DESC9	
DB	1236
DP	465
SECTION	23
TOWN	7
RANGE	7
ACREAGE	4.34
EXEMPT	0
DISTRICT	3840

Exhibit A
Location Map



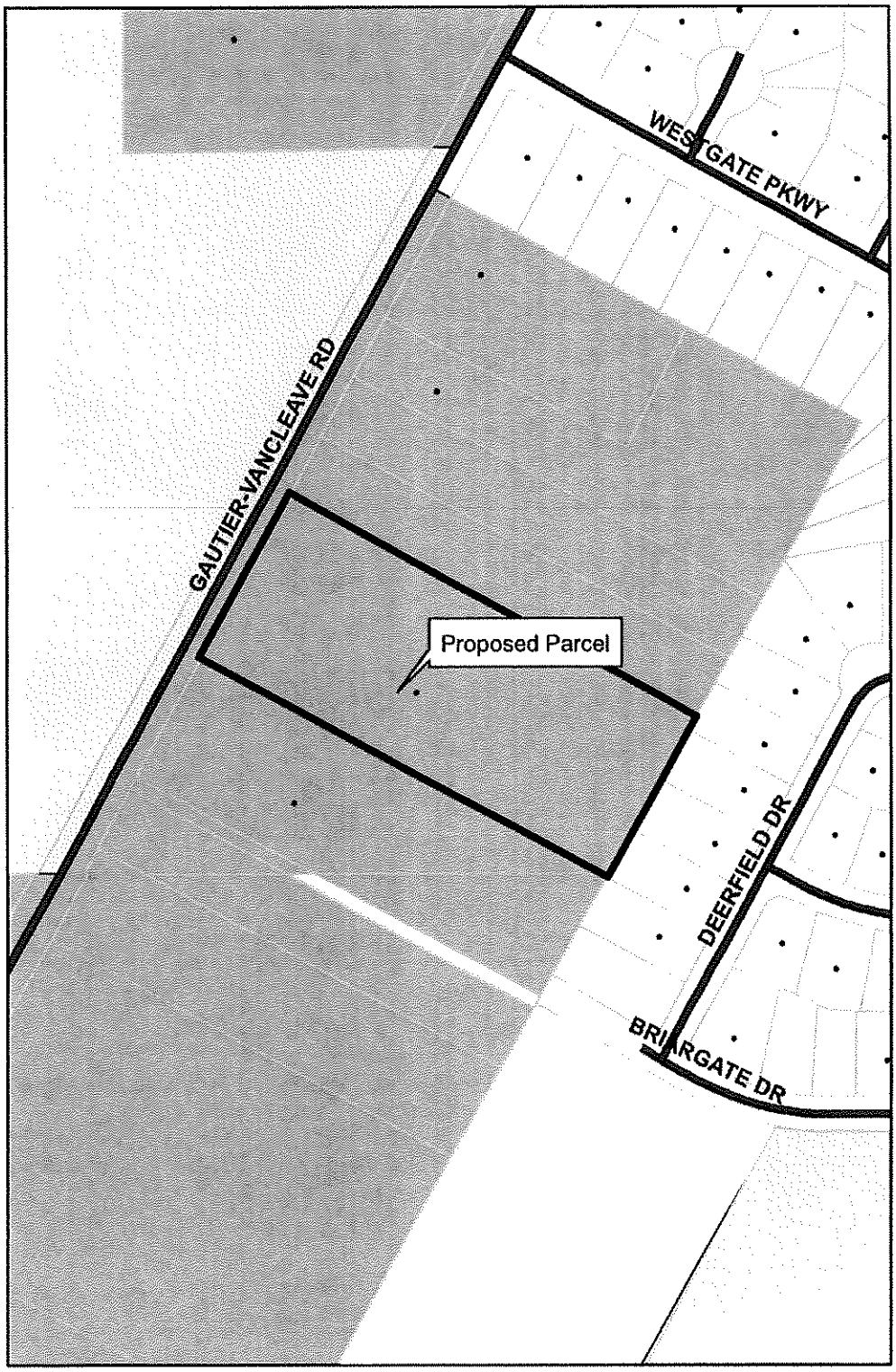
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



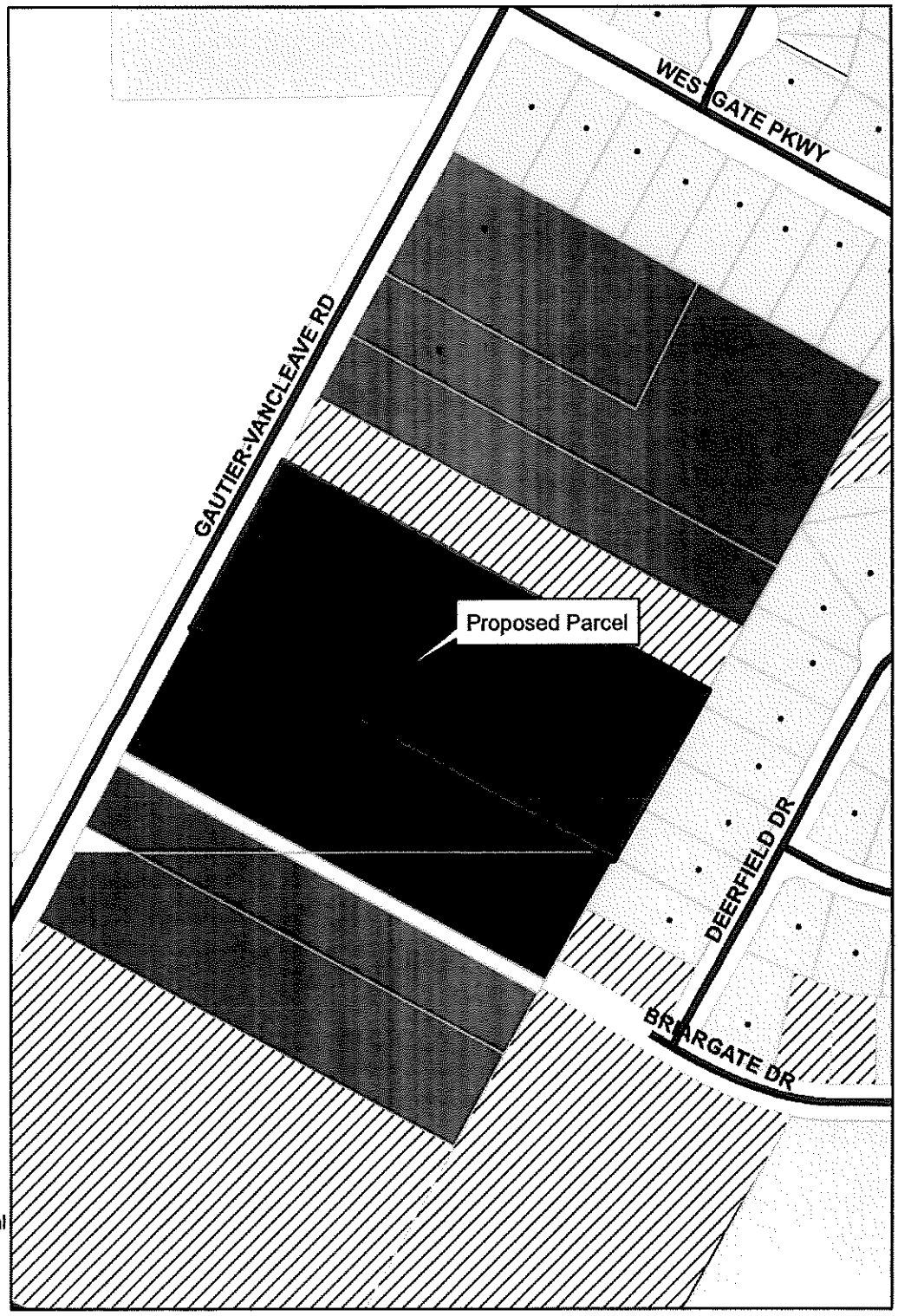
Legend

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

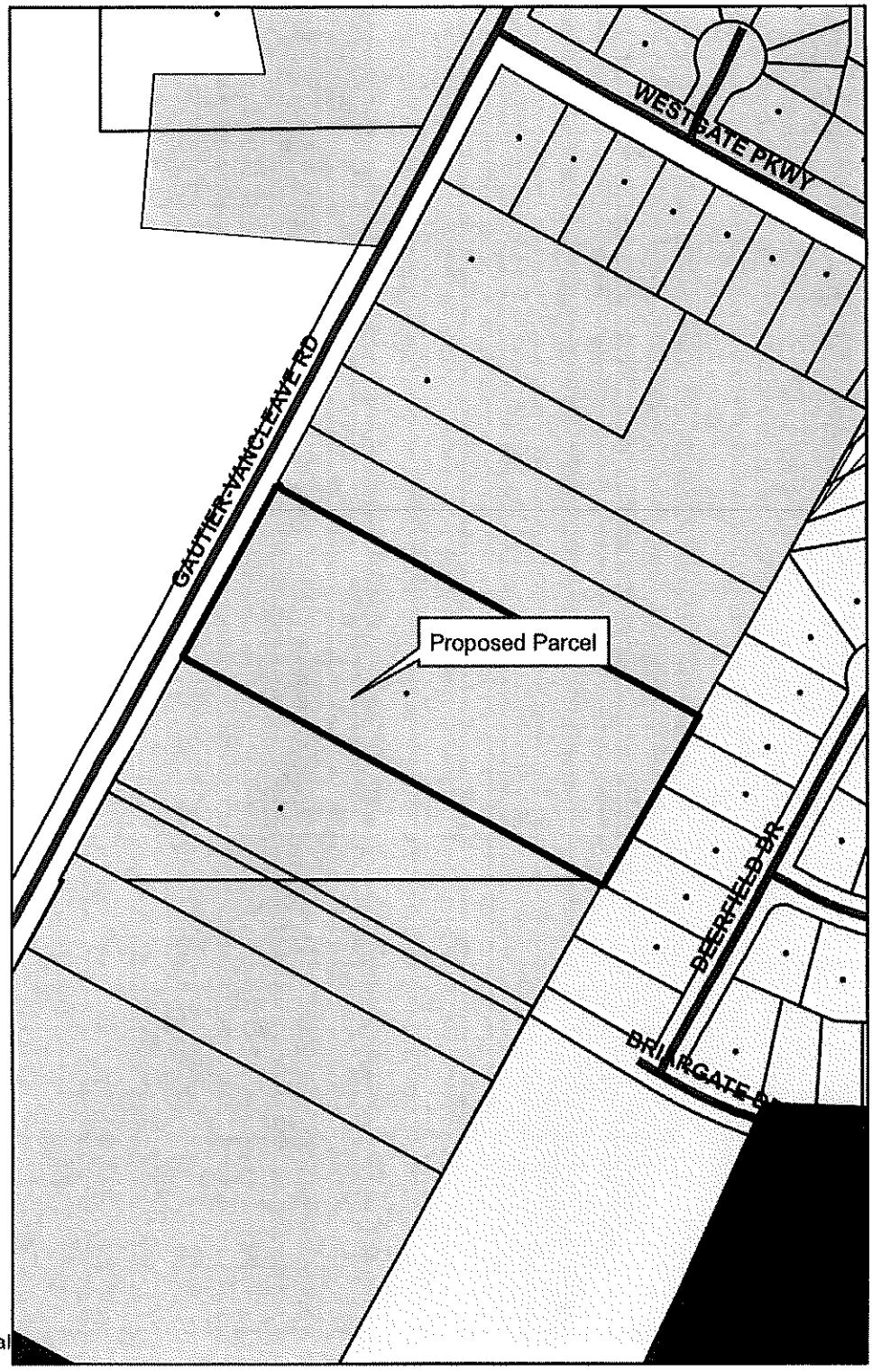
Legend

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 Fuller made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilwoman Jamison 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 099-2026

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 Fuller,** seconded by **Councilwoman Jamison,** 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 May 19, 2026.

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ALEC K EDWARDS	262076	05/19/2026	04/23/2026			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM: HAZ MAT TRNG			06012026	02/03/2026		100.00	
001	AIRGAS USA LLC	262220	05/19/2026	05/11/2026			106.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-588 CYLINDER RENTAL (2)			5524378674	04/30/2026		106.68	
001	BIENVILLE ANIMAL MEDICAL CENTER	262221	05/19/2026	05/11/2026			62.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 J/D CANINE 8.5# BAG: COOPER			2249048	04/28/2026		62.00	
001	BORDIS & DANOS PLLC	262222	05/19/2026	05/11/2026			1,011.94	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 TRAVEL EXP: MML JACKSON			155	05/01/2026		273.84	
	001-060-602 LITIGATION: M BLUFF			155	05/01/2026		738.10	
001	DIRECTV LLC	262224	05/19/2026	05/11/2026			184.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 WEST STN: 022727663 (JUN)			X260514	05/14/2026		184.02	
001	FOSTERS A/C & HEATING INC	262225	05/19/2026	05/11/2026			125.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 SERV CALL: 2808 HWY 90			W1189935	04/29/2026		125.00	
001	GRAND VIEW SECURITY LLC	262226	05/19/2026	05/11/2026			794.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 ALARM MONITOR: BACOT CONCESSN			0501115099	05/01/2026		397.00	
103	001-100-699 ALARM MONITOR: BACOT SUBSTN			0501119893	05/01/2026		397.00	
001	H2O INNOVATION OPERATION & MAINTENANCE	262227	05/19/2026	05/11/2026			31,832.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-672 APR 2026 MAINT OPS			2026-04	04/30/2026		31,832.51	
001	RELX INC DBA LEXISNEXIS	262229	05/19/2026	05/11/2026			172.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 APR 2026 4254VNBSY			3096445599	04/30/2026		172.00	
001	MS MUNICIPAL LEAGUE	262230	05/19/2026	05/11/2026			1,230.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-509 MML YTH CONF: GYMC/CHAPERNS			42519	02/12/2026		770.00	
	001-001-681 MML YTH CONF: VAUGHAN,C			42519	02/12/2026		55.00	
	001-021-681 MML YTH CONF: MOULDS,C			42519	02/12/2026		55.00	
	001-021-681 MML CONF: MINOR,JE			42727	03/23/2026		350.00	
001	STATE TREASURER	262231	05/19/2026	05/11/2026			11,403.26	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 APR 2026 COURT ASSESSMENTS			04302026	05/01/2026		11,403.26	

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	262232	05/19/2026	05/11/2026			899.00	
	Account Number: 001-000-300 — Description: APR 2026 SPECIAL ASSESSMENTS — Invoice #: 04302026 — Date: 05/01/2026 — P.O.: — Amount: 899.00							
001	MS DEPT OF PUBLIC SAFETY	262233	05/19/2026	05/11/2026			140.00	
	Account Number: 001-000-300 — Description: APR 2025 INTERLOCK FEES — Invoice #: 04302026 — Date: 05/01/2026 — P.O.: — Amount: 140.00							
001	VICTIMS OF HUMAN TRAFFICKING FUND	262234	05/19/2026	05/11/2026			568.00	
	Account Number: 001-000-300 — Description: APR 2026 STATE ASSESSMENTS — Invoice #: 04302026 — Date: 05/01/2026 — P.O.: — Amount: 568.00							
001	SCOTT INSURANCE SERVICES LLC	262235	05/19/2026	05/11/2026			700.00	
	Account Number: 001-092-625 — Description: SURETY BOND: VAUGHAN,C — Invoice #: 58471 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: ELBIN, D — Invoice #: 58472 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: FULLER,L — Invoice #: 58473 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: GEORGE,C — Invoice #: 58477 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: JACKSON,R — Invoice #: 58475 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: JAMISON,K — Invoice #: 58478 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
	Account Number: 001-092-625 — Description: SURETY BOND: MINOR,J — Invoice #: 58479 — Date: 04/17/2026 — P.O.: — Amount: 100.00							
001	SUN HERALD	262236	05/19/2026	05/11/2026			1,349.74	
	Account Number: 001-040-559 — Description: 52 WK SUBS 5/26-5/27 — Invoice #: BLX2003375 — Date: 06/04/2026 — P.O.: — Amount: 1,344.75							
	Account Number: 001-040-559 — Description: BILL PRINT FEE — Invoice #: BLX2003375 — Date: 06/04/2026 — P.O.: — Amount: 4.99							
001	U S POSTAL SERVICE	262237	05/19/2026	05/11/2026			162.00	
	Account Number: 001-092-698 — Description: ANNUAL RENTAL FEE: BOX 670 — Invoice #: 06012026 — Date: 05/01/2025 — P.O.: — Amount: 162.00							
001	WASTE PRO - GAUTIER	262238	05/19/2026	05/11/2026			285.00	
	Account Number: 001-170-698 — Description: FRASIER PORT O LET 52247 — Invoice #: 217347 — Date: 04/30/2026 — P.O.: — Amount: 35.00							
	Account Number: 001-170-698 — Description: BACOT PORT O LET 55400 — Invoice #: 217356 — Date: 04/30/2026 — P.O.: — Amount: 250.00							
001	CAMERON T HARRISON	262245	05/19/2026	05/11/2026			100.00	
	Account Number: 001-161-681 — Description: PER DIEM ADV: HAZ MAT OPS — Invoice #: 06012026 — Date: 05/08/2026 — P.O.: — Amount: 100.00							
001	JASON SCARDINO	262251	05/19/2026	05/11/2026			100.00	
	Account Number: 001-161-681 — Description: PER DIEM ADV: HAZ MAT OPS — Invoice #: 06012026 — Date: 05/08/2026 — P.O.: — Amount: 100.00							
001	AUTO TRUCK AND TRAILER PARTS INC	262252	05/19/2026	05/11/2026			38.25	
	Account Number: 001-161-638 — Description: 3' BTRY CABLE: E-4 — Invoice #: 330735 — Date: 04/15/2026 — P.O.: — Amount: 14.55							
	Account Number: 001-161-638 — Description: RED HEAT SHRINK: E-4 — Invoice #: 330736 — Date: 04/15/2026 — P.O.: — Amount: 2.60							
	Account Number: 001-161-638 — Description: WIRE TERMINALS: E-4 — Invoice #: 330739 — Date: 04/14/2026 — P.O.: — Amount: 21.10							

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	262253	05/19/2026	05/11/2026			331.80	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-639 WEED EATER STRING (4) D060636 04/13/2026 56.00							
	001-170-639 MOWER BLADE BOLT (20) D060646 04/22/2026 151.80							
	001-170-639 QT HYD FLUID (6): EXMARKS D060648 04/23/2026 90.00							
	001-170-639 SPRAYER WAND: REC DEPT D060648 04/23/2026 34.00							
001	HOME TEAM TIRE & AUTO SERVICE	262254	05/19/2026	05/11/2026			189.39	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-638 FS FHWK PURSUIT (1): 12740 502533 04/08/2026 140.99							
	001-100-638 FLAT REPR (2): 17768 502598 04/16/2026 48.40							
001	BROADCAST MUSIC INC	262264	05/19/2026	05/11/2026			459.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-698 ANNUAL FEE 2427468 5/26-4/27 0001744581 05/02/2026 459.00							
001	CINTAS CORPORATION	262265	05/19/2026	05/11/2026			718.78	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-205-535 APR 01 2026 MAINT 4264493215 04/01/2026 137.82							
	001-205-535 APR 08 2026 MAINT 4265300062 04/08/2026 137.82							
	001-205-535 APR 15 2026 MAINT 4266001075 04/15/2026 137.82							
	001-205-535 APR 22 2026 MAINT 4266753445 04/22/2026 152.66							
	001-205-535 APR 29 2026 MAINT 4267501525 04/29/2026 152.66							
001	O'REILLY AUTO PARTS	262266	05/19/2026	05/11/2026			1,252.18	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-570 HOSE CLMP(2);ANTIFRZ(2):17823 1978403617 03/30/2026 37.30							
	001-100-570 WIPER BLADE (4): 12301 1978403952 04/02/2026 27.96							
	001-100-570 F-INJ CLNR;INTAKE CLNR: 12301 1978403952 04/02/2026 15.20							
	001-100-570 HTR HOSE ASSY: 19687 1978404374 04/06/2026 138.59							
	001-100-570 HTR HOSE ASSY;ANTIFRZ(2):19687 1978404375 04/06/2026 90.87							
	001-170-638 7QT OIL; FILTR: REC RED TRK 1978404385 04/06/2026 48.38							
	001-170-638 WIPER BLD(2);AIR FLTR:REC TRK 1978404388 04/06/2026 40.23							
	001-100-570 LEAK DETECT PUMP: 19684 1978404402 04/06/2026 25.60							
	001-170-639 QT LAWN MOWER OIL (4) 1978404549 04/08/2026 29.96							
	001-161-638 BLUE DEF 2.5 GAL: E-5 1978404719 04/09/2026 18.14							
	001-205-639 HYD FILTER: SCISSOR LIFT 1978404782 04/10/2026 7.45							
	001-161-638 COPPER WIRE TERMINALS: D-4 1978405362 04/15/2026 7.49							
	001-205-559 SUPER GLUE: MECH SHOP 1978405405 04/15/2026 6.99							
	001-205-559 REMOTE KEY FOB CASE: 09 F250 1978405406 04/15/2026 18.89							
	001-100-570 BATTERY W/ CORE: 19686 1978406055 04/21/2026 172.39							
	001-100-570 BATTERY: 13096 1978406056 04/21/2026 151.19							
	001-100-570 CR CORE RTN: 19686 1978406057 04/21/2026 -22.00							
	001-170-639 QT MOWER OIL (5): #2,#3,#4 1978406064 04/21/2026 24.99							
	001-100-570 GAL WIPER FLUID(2): PD UNITS 1978406083 04/21/2026 8.52							
	001-170-638 KEYLESS REMOTE: REC RED TRK 1978406145 04/22/2026 28.49							
	001-170-638 ABS SENSOR: 65632 1978406231 04/23/2026 36.10							
	001-100-570 19QT OIL: 12740;11975;12457 1978406232 04/23/2026 104.93							
	001-100-570 GAL WASHER FLD(18): PD UNITS 1978406233 04/23/2026 59.22							
	001-100-570 BRAKE PADS: 12075 1978406258 04/23/2026 59.60							

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	262266	05/19/2026	05/11/2026			1,252.18	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	12Q OIL; FLTR(2): 10266,12164		1978406274	04/23/2026		115.70	
001	LOWE'S	262267	05/19/2026	05/12/2026			1,275.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	5 TIER SHELF: CENTRAL FD		986777	03/25/2026		299.19	
	001-170-634	2-6-8 TRTD #2 (2): GM REPRS		986935	03/25/2026		15.74	
	001-205-559	1/4" EYE BOLT: MAINT		989035	03/25/2026		.84	
	001-161-559	17G TOTE(2);12G TOTE(3): CFD		986813	03/25/2026		49.30	
	001-161-559	20"X1000' STRETCH WRAP: CFD		986813	03/25/2026		28.48	
	001-170-634	24V SOLENOID(3): BACOT S-PAD		992060	03/26/2026		29.31	
	001-170-634	12CT 8"SCRW;LB SCREWS:GM PIER		993438	03/27/2026		34.16	
	001-170-634	CLEANER(2);RUST STOP: SPLSHPD		974568	03/30/2026		69.77	
	001-170-577	RTN CR: SPRINKLER HEAD (2)		978581	03/31/2026		-24.95	
	001-170-577	HRDWR/SUPLS:BDAVIS BSTOP REPR		978020	03/31/2026		43.08	
	001-170-577	ASRT SPRINKLER HEAD (2)		978020	03/31/2026		24.95	
	001-090-559	BOS STAPLE GUN;1250 HD STAPLES		978663	03/31/2026		19.91	
	001-205-559	NTN 4.5 CUT OFF WHEEL 5PK		984506	04/02/2026		18.98	
	001-205-559	DW 9" RECIP SAW BLADE 5PK		984506	04/02/2026		19.93	
	001-170-559	DW SFTY GOGGLES;10PK RESPIRATR		999740	04/07/2026		39.86	
	001-090-559	PS CHROME FAUCET: PLANNING		971730	04/07/2026		49.38	
	001-161-638	BLK DUCT TAPE: C-33		978783	04/09/2026		6.63	
	001-090-559	STOP ANGL VLV; 32W BULB		976692	04/09/2026		16.87	
	001-161-559	4PK LITH CR2032 COIN BTRY		993233	04/13/2026		13.28	
	001-170-559	SFTY GLASSES; SFTY GOGGLES		994892	04/14/2026		57.91	
	001-205-559	KB VALVE SOCKET WRENCH		996378	04/14/2026		25.35	
	001-205-559	KB 2PC SEAT WRENCH SET		996378	04/14/2026		17.65	
	001-161-639	6CT SCREW; 3CT NUT: BOAT		970361	04/15/2026		7.56	
	001-170-559	2GAL GAS CAN: REC DEPT		985716	04/20/2026		20.88	
	001-161-638	64 FL OZ WASH N WAX (2)		986855	04/20/2026		13.64	
	001-161-635	ETN 15A 120V TOGGLE SWITCH		986855	04/20/2026		2.45	
	001-161-639	PREM 2CYC ENG OIL (3)		986855	04/20/2026		13.92	
	001-205-559	ROTOR ADJ TOOL; SHOVEL (2)		988820	04/21/2026		60.72	
	001-100-559	CM RED 5 DRWR CABINET: PD		988837	04/21/2026		242.25	
	001-100-635	24V NON PROG THERMOSTAT		992952	04/22/2026		33.24	
	001-205-559	2.5" ANGLE BRUSH (2)		997247	04/23/2026		25.62	
001	TEC	262270	05/19/2026	05/12/2026			82.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1292281	05/01/2029		82.75	
001	JACKSON COUNTY ADULT DETENTION CENTER	262271	05/19/2026	05/12/2026			5,775.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	APR 2026 ADC CHRGS		04302026	05/12/2026		5,775.00	
001	CATALIS COURTS AND LAND RECORDS LLC	262272	05/19/2026	05/12/2026			1,968.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAY 2026 COURT SUPPORT		308374358	05/12/2026		1,968.23	

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC	262273	05/19/2026	05/12/2026			105.00	
	Account Number 001-100-699	Description APR 2026 SHREDDING SERVICE		Invoice # 207098	Date 05/01/2026	P.O.	Amount 105.00	
001	SBM REPORTING LLC	262275	05/19/2026	05/12/2026			200.00	
	Account Number 001-090-698	Description PLANNING MGT 5/8/2026		Invoice # MB26046	Date 05/08/2026	P.O.	Amount 200.00	
001	AT&T MOBILITY	262276	05/19/2026	05/12/2026			63.74	
	Account Number 001-092-605	Description MAY 2026 IT AIR BUS:WFD		Invoice # X05082026	Date 04/30/2026	P.O.	Amount 63.74	
001	RJ YOUNG COMPANY LLC	262277	05/19/2026	05/12/2026			351.40	
	Account Number 001-100-699	Description UNL-J7RK00-01 RENTAL FEE		Invoice # INV8044722	Date 05/08/2026	P.O.	Amount 351.40	
001	RJ YOUNG COMPANY LLC	262278	05/19/2026	05/12/2026			398.92	
	Account Number 001-092-698	Description UNL-J9NI00-01 RENTAL FEE		Invoice # INV8037557	Date 05/04/2026	P.O.	Amount 398.92	
001	C SPIRE WIRELESS	262282	05/19/2026	05/12/2026			540.00	
	Account Number 001-100-606	Description NCIC EQUIP CHG 3000652433		Invoice # 0652433-59	Date 05/01/2026	P.O.	Amount 540.00	
001	DELTA UTILITIES	262283	05/19/2026	05/12/2026			66.28	
	Account Number 001-161-630	Description CENTRAL FIRE:3/25-4/23/26		Invoice # 11000885-1	Date 04/30/2026	P.O.	Amount 66.28	
001	DELTA UTILITIES	262284	05/19/2026	05/12/2026			55.73	
	Account Number 001-161-630	Description SOUTH FIRE:3/25-4/23/26		Invoice # 1000999-0	Date 04/30/2026	P.O.	Amount 55.73	
001	SPARKLIGHT	262286	05/19/2026	05/12/2026			130.56	
	Account Number 001-092-698	Description MAY 2026:CTY HALL 17254		Invoice # 05012026	Date 05/31/2026	P.O.	Amount 130.56	
001	SPARKLIGHT	262287	05/19/2026	05/12/2026			114.76	
	Account Number 001-161-698	Description MAY 2026:SFD 32212		Invoice # 04232026	Date 05/22/2026	P.O.	Amount 114.76	
001	MISSISSIPPI POWER	262288	05/19/2026	05/12/2026			1,155.00	
	Account Number 001-170-628	Description APR 2026 LEASE: BACOT		Invoice # 0796886005	Date 05/06/2026	P.O.	Amount 1,155.00	
001	SPARKLIGHT	262290	05/19/2026	05/12/2026			114.76	
	Account Number 001-161-698	Description MAY 2026:NFD 35678		Invoice # 04232026	Date 05/22/2026	P.O.	Amount 114.76	

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	262291	05/19/2026	05/12/2026			35.00	
	Account Number: 001-001-559 — Description: CMO BASIC GRAD: MINOR, ERIC — Invoice #: 05122026 — Date: 05/12/2026 — P.O. — Amount: 35.00							
001	SPARKLIGHT	262292	05/19/2026	05/12/2026			134.71	
	Account Number: 001-161-698 — Description: MAY 2026:CFD 49000 — Invoice #: 04232026 — Date: 05/22/2026 — P.O. — Amount: 134.71							
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	262293	05/19/2026	05/12/2026			1,000.00	
	Account Number: 001-170-645 — Description: 2026 EVENT SPONSORSHIP — Invoice #: 09172026 — Date: 05/11/2026 — P.O. — Amount: 1,000.00							
001	SPARKLIGHT	262294	05/19/2026	05/12/2026			257.88	
	Account Number: 001-170-698 — Description: MAY 2026:BACOT 22221 — Invoice #: 04232026 — Date: 05/22/2026 — P.O. — Amount: 257.88							
001	SPARKLIGHT	262295	05/19/2026	05/12/2026			134.00	
	Account Number: 001-205-698 — Description: MAY 2026:GARAGE 17239 — Invoice #: 04202026 — Date: 05/19/2026 — P.O. — Amount: 134.00							
001	SPARKLIGHT	262296	05/19/2026	05/12/2026			102.08	
	Account Number: 001-170-698 — Description: MAY 2026:SR BLDG 48895 — Invoice #: 05012026 — Date: 05/31/2026 — P.O. — Amount: 102.08							
001	CREDIT CARD CENTER	262303	05/19/2026	05/13/2026			1,178.80	
	Account Number: 001-100-682 — Description: MACP MEMBER DUES: BEVER — Invoice #: 04142026 — Date: 04/15/2026 — P.O. — Amount: 103.20							
	Account Number: 001-100-681 — Description: MACP SUMMER CONF: BEVER — Invoice #: 04142026 — Date: 04/15/2026 — P.O. — Amount: 1,543.80							
	Account Number: 001-094-612 — Description: HOTEL CR HURR CONF: KING — Invoice #: 04042026 — Date: 04/06/2026 — P.O. — Amount: -189.18							
	Account Number: 001-094-612 — Description: HOTEL CR HURR CONF: ANKERSON — Invoice #: 04042026 — Date: 04/06/2026 — P.O. — Amount: -189.18							
	Account Number: 001-094-612 — Description: HOTEL CR HURR CONF: MORGAN — Invoice #: 04042026 — Date: 04/06/2026 — P.O. — Amount: -189.18							
	Account Number: 001-092-698 — Description: CHGS/FEES: L REDDIX CARD — Invoice #: 04272026 — Date: 04/27/2026 — P.O. — Amount: 50.98							
	Account Number: 001-092-698 — Description: CHGS/FEES: C MOULDS CARD — Invoice #: 04272026 — Date: 04/27/2026 — P.O. — Amount: 48.36							
001	ELAN FINANCIAL SERVICES	262305	05/19/2026	05/13/2026			2,049.86	
	Account Number: 001-170-513 — Description: DRY CLEAN: EASTER COSTUME — Invoice #: 04012026 — Date: 04/03/2026 — P.O. — Amount: 32.76							
	Account Number: 001-100-559 — Description: 1TB EXT USB HARD DRIVE: GPD — Invoice #: 04062026 — Date: 04/07/2026 — P.O. — Amount: 79.99							
	Account Number: 001-100-559 — Description: 1TB EXT USB HARD DRIVE: GPD — Invoice #: 04062026 — Date: 04/07/2026 — P.O. — Amount: 79.99							
	Account Number: 001-092-606 — Description: ONEWAY APP: APR 2026 — Invoice #: 04072026 — Date: 04/08/2026 — P.O. — Amount: 75.00							
	Account Number: 001-021-559 — Description: VAST CONFERENCE ANNUAL FEE — Invoice #: 04092026 — Date: 04/09/2026 — P.O. — Amount: 255.21							
	Account Number: 001-092-625 — Description: K-9 INSURANCE:SEFI — Invoice #: 04142026 — Date: 04/16/2026 — P.O. — Amount: 710.29							
	Account Number: 001-170-559 — Description: CANVA SUBSCRIPTION: REC DEPT — Invoice #: 04232026 — Date: 04/24/2026 — P.O. — Amount: 200.00							
	Account Number: 001-170-502 — Description: FOOTBALL: WATER BOTTLE (250) — Invoice #: 04282026 — Date: 04/29/2026 — P.O. — Amount: 569.89							
	Account Number: 001-170-503 — Description: OFFICIAL DYB PATCH (26) — Invoice #: 04282026 — Date: 04/29/2026 — P.O. — Amount: 46.73							
001	DOUBLE R GAUTIER LLC	262308	05/19/2026	05/13/2026			11.08	
	Account Number: 001-170-511 — Description: JUICE (2): SR EVENT — Invoice #: 326041 — Date: 05/07/2026 — P.O. — Amount: 11.08							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262309	05/19/2026	05/13/2026			477.47	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-629	SIGNAL LIGHTS 10138	04192026	04/27/2026		128.77
001-170-631	BACOT LIGHTS 10137	04192026	04/27/2026		348.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262310	05/19/2026	05/13/2026			518.52	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	04192026	04/27/2026		312.47
001-170-631	BACOT SPLASHPAD 103751001	04192026	04/27/2026		36.54
001-170-631	BACOT UPGRADES 113730001	04192026	04/27/2026		69.91
001-170-631	BACOT 114484001	04192026	04/27/2026		99.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262312	05/19/2026	05/13/2026			2,059.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	04182026	04/24/2026		1,631.49
001-201-629	SIGNAL LIGHTS 89113001	04182026	04/24/2026		73.31
001-201-633	STREET LIGHTS 90345002	04182026	04/24/2026		179.84
001-092-631	RECORDS BLDG 90790001	04182026	04/24/2026		128.28
001-201-633	BELK SIGN 97127001	04182026	04/24/2026		46.30

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262313	05/19/2026	05/13/2026			396.57	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-631	SPORTS PAVILION 66582005	04182026	04/24/2026		75.10
001-170-631	CITY PARK RSTRMS 89912001	04182026	04/24/2026		120.98
001-170-631	FRAZIER RSTRMS 98546001	04182026	04/24/2026		57.75
001-170-631	SRM VENUE 104312012	04182026	04/24/2026		35.00
001-170-631	SRM PW BOX 8 104459007	04182026	04/24/2026		35.00
001-170-631	FITNESS TRAIL 109268001	04182026	04/24/2026		37.74
001-170-631	DOLPHIN PW BOX 6 110759006	04182026	04/24/2026		35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262314	05/19/2026	05/13/2026			945.10	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	04182026	04/24/2026		49.14
001-201-633	DOLPHIN ST 94988002	04182026	04/24/2026		53.91
001-201-633	DOLPHIN ST 94989002	04182026	04/24/2026		77.03
001-201-633	DOLPHIN ST 94990002	04182026	04/24/2026		765.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	262319	05/19/2026	05/13/2026			4,564.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP70461263	05/04/2026		200.54
001-100-525	UNL&DSL FUEL	NP70461263	05/04/2026		3,167.78
001-161-525	UNL&DSL FUEL	NP70461263	05/04/2026		799.32
001-170-525	UNL FUEL	NP70461263	05/04/2026		226.30
001-205-525	UNL&DSL FUEL	NP70461263	05/04/2026		170.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	262321	05/19/2026	05/13/2026			4,979.66	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-525	UNL FUEL	NP70488990	05/11/2026		91.51
001-100-525	UNL&DSL FUEL	NP70488990	05/11/2026		3,274.31
001-161-525	UNL&DSL FUEL	NP70488990	05/11/2026		631.30

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	262321	05/19/2026	05/13/2026			4,979.66	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-525 UNL&DSL FUEL				NP70488990	05/11/2026	804.84	
	001-205-525 UNL&DSL FUEL				NP70488990	05/11/2026	177.70	
001	C SPIRE WIRELESS	262323	05/19/2026	05/13/2026			1,140.33	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-001-605 COUNCIL CELL PHONES				0030759348	04/30/2026	125.44	
	001-021-605 CITY MGR CELL PHONE				0030759348	04/30/2026	19.74	
	001-040-605 ADMIN CELL PHONE				0030759348	04/30/2026	41.91	
	001-090-605 BLDG-PLNG CELL PHONES				0030759348	04/30/2026	261.35	
	001-090-698 IPAD SERVICE (3)				0030759348	04/30/2026	103.44	
	001-161-605 FIRE CELL PHONE				0030759348	04/30/2026	147.99	
	001-170-605 REC CELL PHONES				0030759348	04/30/2026	256.95	
	001-205-605 MAINT CELL PHONES				0030759348	04/30/2026	124.31	
	001-094-605 GRANT-PROJ CELL PHONES				0030759348	04/30/2026	59.20	
001	SUN HERALD ADVERTISING	262326	05/19/2026	05/13/2026			27.05	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-040-615 PUBLISH ORD 287-2026				IN139134	05/01/2026	27.05	
001	FOSTERS A/C & HEATING INC	262328	05/19/2026	05/13/2026			321.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-092-635 SERVICE CALL: 2808 HWY 90				W1190771	05/07/2026	125.00	
	001-092-635 T751 THERMOSTAT				W1190771	05/07/2026	196.00	
001	MS MUNICIPAL COURT CLERK ASSOCIATION	262333	05/19/2026	05/13/2026			100.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-010-682 2026 ANNUAL DUES: STEWARD,M				01012026	10/01/2025	100.00	
001	TEAM ONE COMMUNICATIONS INC	262337	05/19/2026	05/14/2026			1,214.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-100-639 APX 4000 RADIO REPAIR				1110033151	05/08/2026 260748	607.00	
	001-100-639 APX 4500 RADIO REPAIR				1110033351	05/08/2026 260829	607.00	
001	REYNOLDS WHOLESALE CO	262338	05/19/2026	05/14/2026			1,959.13	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	001-170-510 38X58 CAN LINER 100CT (15)				80621	04/30/2026 260890	524.25	
	001-170-510 M29 JUMBO JR TISSUE 12CT (8)				80621	04/30/2026 260890	228.00	
	001-170-510 8" BROWN ROLL TOWEL 6CT (4)				80621	04/30/2026 260890	115.80	
	001-170-510 #1508 BMF TOWEL CS (4)				80621	04/30/2026 260890	111.80	
	001-170-510 #4305 VB TISSUE CS (3)				80621	04/30/2026 260890	163.50	
	001-170-510 ODO-BAN GAL 4CT (3)				80621	04/30/2026 260890	155.88	
	001-170-510 BLEACH GAL 6CT (2)				80621	04/30/2026 260890	55.90	
	001-170-511 10" STYRO PLATE DIV 500CT (2)				80713	05/12/2026 260973	119.00	
	001-170-511 6" STYRO PLATE 1000CT (2)				80713	05/12/2026 260973	99.00	
	001-170-511 WH PLASTIC KNIVES 1000CT				80713	05/12/2026 260973	39.50	
	001-170-511 WH PLASTIC FORK 1000CT (2)				80713	05/12/2026 260973	79.00	
	001-170-511 12OZ STYRO CUP 1000CT (2)				80713	05/12/2026 260973	133.00	
	001-170-511 16OZ PLSTC CUP 1000CT				80713	05/12/2026 260973	70.00	
	001-170-511 VB DINNER NAPKIN 3000CT				80713	05/12/2026 260973	64.50	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	262339	05/19/2026	05/14/2026			1,577.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	2.4 GPM SPRAYER PUMP (4)		46107	04/20/2026	260818		500.00
	001-170-639	SET EXMARK BLADES (12)		46108	04/20/2026	260817		828.00
	001-170-639	#126-1720 BELT IDLER ASSY		46106	04/20/2026	260863		249.00
001	CUSTOM PRODUCTS CORPORATION	262340	05/19/2026	05/14/2026			2,583.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	18X48 PUGH PKWY SIGN (2)		INV49044	05/01/2026	260892		226.58
	001-201-565	12X18 NO PARKING (3)		INV49044	05/01/2026	260892		44.34
	001-201-565	30X30 STOP SIGN (15)		INV49044	05/01/2026	260892		764.70
	001-201-565	18X06 ALL WAY (12)		INV49044	05/01/2026	260892		104.16
	001-201-565	24X30 RIGHT TURN ONLY		INV49044	05/01/2026	260892		45.53
	001-201-565	24X24 CHILDREN AT PLAY (10)		INV49044	05/01/2026	260892		336.80
	001-201-565	BOLT HEX HEAD (100)		INV49044	05/01/2026	260892		42.00
	001-201-565	NYLON WASHER (100)		INV49044	05/01/2026	260892		15.00
	001-201-565	NUT HEX (100)		INV49044	05/01/2026	260892		13.00
	001-201-565	18X24 SPEED LIMIT 15 (5)		INV49044	05/01/2026	260892		136.90
	001-201-565	18X24 SPEED LIMIT 20 (5)		INV49044	05/01/2026	260892		136.90
	001-201-565	18X24 SPEED LIMIT 25 (8)		INV49044	05/01/2026	260892		219.04
	001-201-565	18X24 SPEED LIMIT 40 (5)		INV49044	05/01/2026	260892		136.90
	001-201-565	12X36 OBJECT MARKER (8)		INV49044	05/01/2026	260892		219.04
	001-201-565	SHIPPING: QUO35589		INV49044	05/01/2026	260892		142.77
001	SOUTHERN PIPE & SUPPLY CO INC	262341	05/19/2026	05/14/2026			122.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	CERAMIC DISC CART: CFD SHOWER		1104156100	04/28/2026	260859		122.90
001	HOME TEAM TIRE & AUTO SERVICE	262343	05/19/2026	05/14/2026			3,989.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS PURSUIT TIRE (4): 12558		502470	03/30/2026	260826		479.56
	001-100-638	TIRE INSTALL PKG: 12558		502470	03/30/2026	260826		93.40
	001-100-638	ALIGNMENT: 12558		502470	03/30/2026	260826		89.99
	001-100-638	REPLACE TPMS SENSOR: 12558		502579	04/14/2026	260857		359.96
	001-205-570	FS DESTINATION (4): F150 XLT		502534	04/08/2026	260775		561.48
	001-205-570	ALIGNMENT: 2010 F150 XLT		502534	04/08/2026	260775		89.99
	001-205-570	INSTL PKG: 2010 F150 XLT		502534	04/08/2026	260775		93.40
	001-170-638	INSTL-BAL: RED F150 REC		502516	04/06/2026	260867		44.00
	001-170-638	FS DESTINATION (4): RED F150		502516	04/06/2026	260867		691.60
	001-170-638	WHEEL BALANCE WEIGHT (4)		502516	04/06/2026	260867		12.00
	001-170-638	MS TIRE DISP(4): RED F150		502516	04/06/2026	260867		18.00
	001-170-638	TPMS VALVE STEM(4): RED F150		502516	04/06/2026	260867		6.00
	001-170-638	ALIGNMENT: RED F150 REC		502516	04/06/2026	260867		89.99
	001-170-638	MISC FEES: RED F150 REC		502516	04/06/2026	260867		13.40
	001-100-638	FS FHAWK PURSUIT (4): 19689		502375	03/16/2026	260749		500.08
	001-100-638	TIRE INSTL PKG: 19689		502375	03/16/2026	260749		93.40
	001-100-638	4 WHEEL ALIGNMENT: 19689		502375	03/16/2026	260749		89.99
	001-100-638	FS FHAWK PURSUIT (4): 11975		502657	04/23/2026	260900		479.56
	001-100-638	TIRE INSTL PKG: 11975		502657	04/23/2026	260900		93.40
	001-100-638	4 WHEEL ALIGNMENT: 11975		502657	04/23/2026	260900		89.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	262345	05/19/2026	05/14/2026			91.72	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-570	MOTORCRAFT OIL FILTER	1978405983	04/20/2026	260873	12.00
001-205-570	5QT MOTOR OIL	1978405983	04/20/2026	260873	29.95
001-205-570	1QT MOTOR OIL	1978405983	04/20/2026	260873	5.99
001-205-570	WIPER BLADE (2): GRANTS F150	1978405983	04/20/2026	260873	43.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN HERALD ADVERTISING	262347	05/19/2026	05/14/2026			629.81	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-615	PUBLIC NOTICE: GPC 26-10-CU	IN128803	04/02/2026	260723	23.97
001-090-615	PUBLIC NOTICE: GPC 26-11-VAR	IN128804	04/02/2026	260723	24.35
001-090-615	PUBLIC NOTICE: GPC 26-12-SE	IN128805	04/02/2026	260723	28.46
001-090-615	PUBLIC NOTICE: GPC 26-13-RZ	IN128806	04/02/2026	260723	31.29
001-040-615	RFP LGL AD: DEBRIS REMOVAL	IN128807	04/02/2026	260737	135.06
001-040-615	RFP LGL AD: DEBRIS MONITORING	IN128808	04/02/2026	260737	135.29
001-040-615	RFP LGL AD: DIS RESP SERVS	IN128809	04/02/2026	260737	121.40
001-090-615	PUBLIC NOTICE: GPC 26-23-CU	IN139129	05/01/2026	260870	27.18
001-090-615	PUBLIC NOTICE: GPC 26-19-CU	IN139130	05/01/2026	260870	25.64
001-090-615	PUBLIC NOTICE: GPC 26-20-CU	IN139131	05/01/2026	260870	26.92
001-090-615	PUBLIC NOTICE: GPC 26-21-SE	IN139132	05/01/2026	260870	24.61
001-090-615	PUBLIC NOTICE: GPC 26-22-CU	IN139133	05/01/2026	260870	25.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAND AND LAWN LLC	262348	05/19/2026	05/14/2026			1,000.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-601	CUT PROPERTY/CLEAN:1424 HWY90	1092	05/02/2026	260897	1,000.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIXIE GLASS	262349	05/19/2026	05/14/2026			940.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	NEW WINDSHIELD: 17120	PAS068616	05/07/2026	260849	280.00
001-100-638	LABOR	PAS068616	05/07/2026	260849	120.00
001-100-638	ADHESIVE	PAS068616	05/07/2026	260849	40.00
001-100-638	WINDSHLD CARBON STRIP: 17120	PAS068616	05/07/2026	260849	75.00
001-100-638	NEW WINDSHIELD: 19685	PAS068602	05/07/2026	260902	190.00
001-100-638	LABOR	PAS068602	05/07/2026	260902	120.00
001-100-638	ADHESIVE	PAS068602	05/07/2026	260902	40.00
001-100-638	WINDSHLD STRIP CARBON: 19685	PAS068602	05/07/2026	260902	75.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	262350	05/19/2026	05/14/2026			719.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	3-PART RECEIPT BOOK (3)	6062972349	05/02/2026	260912	32.43
001-100-500	CS 8.5X11 COPY PAPER (5)	6062972349	05/02/2026	260912	212.45
001-100-500	LEXMARK 701 YEL SY TONER	6062972349	05/02/2026	260912	83.08
001-100-500	LEXMARK 701 CYN SY TONER	6062972349	05/02/2026	260912	72.99
001-100-500	LEXMARK 701 MAG SY TONER	6062972349	05/02/2026	260912	72.69
001-100-500	LEXMARK 701 BLK HY TONER (2)	6062972349	05/02/2026	260912	245.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CITY ELECTRIC SUPPLY CO	262352	05/19/2026	05/14/2026			1,250.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	LED CORN BULB 3CCT+3 (10)	PAS/108723	04/22/2026	260883	1,250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PHILLIPS BUILDING SUPPLY OF GULFPORT	262354	05/19/2026	05/14/2026			589.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-635	6 PANEL F/G UNIT DOOR ONLY	390991	05/12/2026	260982	589.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOLAR CONTROL INC	262355	05/19/2026	05/14/2026			200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	WINDOW TINT: UNIT 4	050726	05/11/2026	260963	150.00
001-100-638	WINDSHLD STRIP: UNIT 4	050726	05/11/2026	260963	50.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAND VIEW SECURITY LLC	262356	05/19/2026	05/14/2026			405.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	HARD DRIVE 8TB: GPD CAMERAS	0414140296	04/30/2026	260910	275.00
001-100-559	LABOR INSTALL: GPD CAMERAS	0414140296	04/30/2026	260910	130.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	262357	05/19/2026	05/14/2026			9,921.99	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	LS POLY SUPERSHIRT: SHIELDS	AR002011	04/15/2026	260711	84.99
001-100-535	4 PKT POLY NAVY TROUSER	AR002011	04/15/2026	260711	74.99
001-100-535	FLEXRS SS BASE SHIRT (3)	AR002011	04/15/2026	260711	207.00
001-100-535	FLEXRS LS BASE SHIRT (3)	AR002011	04/15/2026	260711	224.97
001-100-535	M V2 TAC PANT (5)	AR002011	04/15/2026	260711	395.00
001-100-535	SPORT TEK SHORT (5)	AR002011	04/15/2026	260711	49.90
001-100-535	AIRTEK BUCKLELESS BELT	AR002011	04/15/2026	260711	75.69
001-100-535	AIRTEK DELX BUCKLELESS BELT	AR002011	04/15/2026	260711	37.89
001-100-535	HOODED REFLECT RAINCOAT	AR002011	04/15/2026	260711	89.99
001-100-535	DELUXE POLICE SAFETY VEST	AR002011	04/15/2026	260711	45.00
001-100-535	ATAC BOOTS	AR002011	04/15/2026	260711	100.00
001-100-535	PA SOFT SHELL JACKET	AR002011	04/15/2026	260711	39.98
001-100-535	FLEXRS COVERT TAC PANT (3)	AR002011	04/15/2026	260711	237.00
001-100-535	FLEXRS SS BASE SHIRT NVY (8)	AR001450	04/02/2026	260482	599.92
001-100-535	FLEXRS LS BASE SHIRT NVY (3)	AR001450	04/02/2026	260482	239.97
001-100-535	FLEXRS TAC PANT NVY (12)	AR001450	04/02/2026	260482	948.00
001-100-689	FLEXRS TAC PANT NVY (2)	AR001450	04/02/2026	260482	158.00
001-100-535	SS ZIP POLY SHIRT NVY (6)	AR001450	04/02/2026	260482	419.94
001-100-535	FLEXPRO SUPERSHIRT WH (6)	AR001450	04/02/2026	260482	474.00
001-100-535	LS POLY SUPERSHIRT WH (3)	AR001450	04/02/2026	260482	269.97
001-100-535	4 PKT POLY TROUSER NAVY (13)	AR001450	04/02/2026	260482	1,039.87
001-100-535	HOODED REFL RAIN PARKA (2)	AR001450	04/02/2026	260482	170.00
001-100-535	PA SOFT SHELL JACKET (23)	AR001450	04/02/2026	260482	805.00
001-100-535	PA POLO ASRT COLOR (3)	AR001450	04/02/2026	260482	59.94
001-100-535	PA POLO NAVY (6)	AR001450	04/02/2026	260482	107.88
001-100-535	PA POLO NAVY (3)	AR001450	04/02/2026	260482	53.94
001-100-535	PA POLO NAVY (6)	AR001450	04/02/2026	260482	143.88
001-100-535	W PERFORM SS POLO ASRT (6)	AR001450	04/02/2026	260482	281.94
001-100-689	M PERFORM SS POLO ASRT (6)	AR001450	04/02/2026	260482	140.97
001-100-535	PATCH SEW ON (8)	AR001450	04/02/2026	260482	24.00
001-100-535	SS ARMORSKIN SHIRT WH (3)	AR001452	04/02/2026	260482	179.97
001-100-535	LS POLY SUPERSHIRT: MALONE	AR002011	04/15/2026	260710	84.99
001-100-535	4 PKT POLY NAVY TROUSER	AR002011	04/15/2026	260710	74.99
001-100-535	FLEXRS SS BASE SHIRT (3)	AR002011	04/15/2026	260710	207.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	262357	05/19/2026	05/14/2026			9,921.99	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	FLEXRS LS BASE SHIRT (3)	AR002011	04/15/2026	260710	224.97
001-100-535	FLEXRS COVERT TAC PANT (3)	AR002011	04/15/2026	260710	237.00
001-100-535	M V2 TAC PANT (5)	AR002011	04/15/2026	260710	395.00
001-100-535	SPORT-TEK SHORTS (5)	AR002011	04/15/2026	260710	49.90
001-100-535	AIRTEK BUCKLELESS BELT	AR002011	04/15/2026	260710	75.69
001-100-535	AIRTEK DELX BUCKLELESS BELT	AR002011	04/15/2026	260710	37.89
001-100-535	HOODED REFLECT RAINCOAT	AR002011	04/15/2026	260710	89.99
001-100-535	DELX POLICE SAFETY VEST	AR002011	04/15/2026	260710	45.00
001-100-535	ATAC BOOTS	AR002011	04/15/2026	260710	100.00
001-100-535	PA SOFT SHELL JACKET	AR002011	04/15/2026	260710	39.98
001-100-535	FLEXPRO LS SUPERSHIRT (6)	AR002354	04/23/2026	260767	480.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	262358	05/19/2026	05/14/2026			212.18	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	MAILBOX ORGANIZER 27 SLOTS	1FMGRL339M	05/05/2026	260921	53.66
001-100-559	SHIPPING: GPD CID	1FMGRL339M	05/05/2026	260921	39.32
001-021-559	1080P HD WIRELESS WEBCAM	1H4DXGG63Q	05/07/2026	260947	119.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNSET CHRYSLER DODGE JEEP RAM	262360	05/19/2026	05/14/2026			42,036.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-740	2026 RAM 1500 CREW CAB 4X4	314602	05/05/2026	260212	38,972.00
001-170-740	5.7L V8 HEMI: V 14602	314602	05/05/2026	260212	2,664.00
001-170-740	DELIVERY: MS CONT 82000833	314602	05/05/2026	260212	400.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OCCUPATIONAL HEALTH CENTER INC	262362	05/19/2026	05/14/2026			263.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-604	PRE-EMP PHYS: RAEZ,J	432751	05/05/2026	260877	75.00
001-022-604	QK DRG SCRN: RAEZ,J	432751	05/05/2026	260877	35.00
001-161-604	ACADEMY PHYS EKG: HARRISON,C	434638	05/12/2026	260898	60.00
001-161-604	PHYS EXAM: HARRISON,C	434638	05/12/2026	260898	75.00
001-161-604	VISION TEST: HARRISON,C	434638	05/12/2026	260898	18.00

FUND TOTAL 1 Claims to Checks 81 Total 156,850.56 Manual Held Total 156,850.56

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	FLOCK SAFETY	262239	05/19/2026	05/11/2026			6,000.00	
	Account Number: 004-510-699 — Description: FLOCK SFTY FALCON ANNUAL FEE — Invoice #: INV-93506 — Date: 05/05/2026 — P.O.: — Amount: 6,000.00							
004	LOWE'S	262269	05/19/2026	05/12/2026			259.05	
	004-510-586 — SPRINKER HEAD (2): REPAIRS — 978670 — 03/31/2026 — 12.13							
	004-510-510 — 4CT CLOROX BOWL TABLETS — 996185 — 04/06/2026 — 12.33							
	004-510-586 — CAULK; DBL BOLT SNAP — 996185 — 04/06/2026 — 7.75							
	004-510-586 — S40 COMBO KIT; ADPTR (4) — 996185 — 04/06/2026 — 21.05							
	004-510-586 — ROLLER CAGE; KNIT COVER — 999592 — 04/07/2026 — 14.69							
	004-510-559 — 65W LED FLOOD LT BULB 12PK — 974439 — 04/08/2026 — 34.18							
	004-510-559 — 11" METAL PAINT TRAY — 978846 — 04/09/2026 — 4.73							
	004-510-559 — 10CT 14" TIE; 15CT 36" TIE — 981749 — 04/10/2026 — 32.26							
	004-510-559 — AAA BTRY 4CT(2);AA BTRY 4CT(2) — 990420 — 04/12/2026 — 20.84							
	004-510-559 — 9V LITHIUM BTRY 2CT (2) — 990420 — 04/12/2026 — 70.26							
	004-510-586 — 9.25" ROLLER COVER — 993012 — 04/13/2026 — 4.73							
	004-510-559 — 5" X 1000' STRETCH WRAP — 995165 — 04/14/2026 — 24.10							
004	SPARKLIGHT	262297	05/19/2026	05/12/2026			2,580.00	
	Account Number: 004-510-699 — Description: MAY 2026:SOUND 51824 — Invoice #: 04202026 — Date: 05/19/2026 — P.O.: — Amount: 2,580.00							
004	CREDIT CARD CENTER	262304	05/19/2026	05/13/2026			779.52	
	Account Number: 004-510-645 — Description: HOTEL: J ROBERTS ENTOURAGE — Invoice #: 04212026 — Date: 04/22/2026 — P.O.: — Amount: 779.52							
004	ELAN FINANCIAL SERVICES	262306	05/19/2026	05/13/2026			501.88	
	004-510-645 — FB PUSH AD: ROBERTS CONCERT — 04022026 — 04/27/2026 — 194.19							
	004-510-645 — PORTABLE CHRGRS: JR CONCERT — 04082026 — 04/09/2026 — 63.04							
	004-510-645 — MINTS/GUM: J ROBERTS — 04092026 — 04/10/2026 — 20.99							
	004-510-645 — WATER: J ROBERTS — 04092026 — 04/10/2026 — 57.56							
	004-510-645 — WINGS: J ROBERTS (60) — 04092026 — 04/13/2026 — 74.90							
	004-510-645 — SNACKS-WATER: VOLUNTEERS — 04102026 — 04/13/2026 — 91.20							
004	SINGING RIVER ELECTRIC COOPERATIVE	262316	05/19/2026	05/13/2026			1,473.33	
	004-510-631 — GATES 122412001 — 04182026 — 04/24/2026 — 36.54							
	004-510-631 — AMPHITHEATER 118241002 — 05012026 — 05/07/2026 — 1,436.79							
004	GREENAWALT HOSPITALITY LLC	262334	05/19/2026	05/14/2026			280.00	
	Account Number: 004-510-699 — Description: APR 2026 SERV FEE — Invoice #: I979 — Date: 04/01/2026 — P.O.: — Amount: 280.00							
004	AMAZON CAPITAL SERVICE	262359	05/19/2026	05/14/2026			468.98	
	004-510-559 — HAND TRUCK DOCK PLATE 36X36 — 1QX99XP1MX — 05/05/2026 — 260881 — 378.99							
	004-510-559 — 6 TIER WIRE SHELVES W/WHLS — 163WJ3TX4W — 04/29/2026 — 260881 — 89.99							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	TIX INC	262366	05/19/2026	05/14/2026			60.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
004-510-645	CHGBACK: DISPUTE HOLLOWAY,A	313227	05/14/2026		60.00

FUND TOTAL 4 Claims to Checks 9 Total 12,402.76 Manual Held Total 12,402.76

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	262329	05/19/2026	05/13/2026			205,993.78	

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	CONSTRUCTION 96.36%	37	05/13/2026		205,993.78

FUND TOTAL 130 Claims to Checks 1 Total 205,993.78 Manual Held Total 205,993.78

Docket of Claims
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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	262281	05/19/2026	05/12/2026			896.48	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-606	GPD MODEM PLAN(26) APR 2026	04032026	05/02/2026		896.48

FUND TOTAL 156 Claims to Checks 1 Total 896.48 Manual Held Total 896.48

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROTHERHOOD SERVICE COMPANY LLC	262299	05/19/2026	05/12/2026			7,125.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-721	SSP BATHOUSE EXP 14.90%	2	05/12/2026		7,125.00

FUND TOTAL 171 Claims to Checks 1 Total 7,125.00 Manual Held Total 7,125.00

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	262240	05/19/2026	05/11/2026			50.00	
	Account Number: 176-170-699 — Description: APR 2026 BOX RENTAL — Invoice #: 725369 — Date: 04/30/2026 — P.O.: — Amount: 50.00							
176	COCA COLA BOTTLING CO UNITED INC	262241	05/19/2026	05/11/2026			127.73	
	Account Number: 176-170-541 — Description: CS 20OZ POWERADE (3) — Invoice #: 5216816207 — Date: 05/01/2026 — P.O.: — Amount: 93.33							
	Account Number: 176-170-541 — Description: CS 20OZ COKE (1) — Invoice #: 5216816207 — Date: 05/01/2026 — P.O.: — Amount: 34.40							
176	GRAND VIEW SECURITY LLC	262242	05/19/2026	05/11/2026			2,613.00	
	Account Number: 176-170-639 — Description: REPL HINGES/ADJ: SSP GATE — Invoice #: 0216134993 — Date: 03/17/2026 — P.O.: — Amount: 460.00							
	Account Number: 176-170-699 — Description: GATE ACCESS SYS: GATE/3APPS — Invoice #: 0501105572 — Date: 05/01/2026 — P.O.: — Amount: 260.00							
	Account Number: 176-170-699 — Description: YRLY ANSWER SERV: SSP GATE — Invoice #: 0501105572 — Date: 05/01/2026 — P.O.: — Amount: 1,893.00							
176	LOWE'S	262274	05/19/2026	05/12/2026			78.62	
	Account Number: 176-170-586 — Description: GE 30A CIRCUIT BREAKER — Invoice #: 990256 — Date: 03/26/2026 — P.O.: — Amount: 7.39							
	Account Number: 176-170-586 — Description: ABB 30A 1P THERMAL BREAKER — Invoice #: 990565 — Date: 03/26/2026 — P.O.: — Amount: 7.39							
	Account Number: 176-170-586 — Description: ABB 30A 2P THERMAL BREAKER — Invoice #: 990209 — Date: 03/26/2026 — P.O.: — Amount: 18.03							
	Account Number: 176-170-586 — Description: RTN CR: GE 30A CIRCUIT BRKR — Invoice #: 990540 — Date: 03/26/2026 — P.O.: — Amount: -7.39							
	Account Number: 176-170-586 — Description: RTN CR: ABB 30A2P THERMAL BRKR — Invoice #: 990237 — Date: 03/26/2026 — P.O.: — Amount: -18.03							
	Account Number: 176-170-586 — Description: UTY 30A 3W RV OUTLET — Invoice #: 970647 — Date: 04/07/2026 — P.O.: — Amount: 14.23							
	Account Number: 176-170-520 — Description: 2CF BROWN MULCH (30) — Invoice #: 998511 — Date: 04/15/2026 — P.O.: — Amount: 57.00							
176	SPARKLIGHT	262298	05/19/2026	05/12/2026			144.26	
	Account Number: 176-170-699 — Description: MAY 2026:SSP 50008 — Invoice #: 04232026 — Date: 05/22/2026 — P.O.: — Amount: 144.26							
176	SINGING RIVER ELECTRIC COOPERATIVE	262315	05/19/2026	05/13/2026			2,308.96	
	Account Number: 176-170-631 — Description: HOUSE 76855002 — Invoice #: 04192026 — Date: 04/27/2026 — P.O.: — Amount: 60.60							
	Account Number: 176-170-631 — Description: PARK FACILITIES 76854002 — Invoice #: 04192026 — Date: 04/27/2026 — P.O.: — Amount: 1,923.81							
	Account Number: 176-170-631 — Description: DUMP STATION 109931001 — Invoice #: 04192026 — Date: 04/27/2026 — P.O.: — Amount: 35.00							
	Account Number: 176-170-631 — Description: SP WELCOME CENTER 108928002 — Invoice #: 04192026 — Date: 04/27/2026 — P.O.: — Amount: 289.55							
176	C SPIRE WIRELESS	262324	05/19/2026	05/13/2026			53.73	
	Account Number: 176-170-605 — Description: CELL PHONE — Invoice #: 0030759348 — Date: 04/30/2026 — P.O.: — Amount: 53.73							
176	GRAND VIEW SECURITY LLC	262327	05/19/2026	05/13/2026			432.50	
	Account Number: 176-170-639 — Description: SERV CALL-PWR LOSS: SSP GATE — Invoice #: 0505185258 — Date: 05/13/2026 — P.O.: — Amount: 432.50							
176	OFFICE DEPOT 1104	262342	05/19/2026	05/14/2026			196.23	
	Account Number: 176-170-500 — Description: APC BR1000MS BACK-UPS PRO — Invoice #: 4665677490 — Date: 05/01/2026 — P.O.: 260905 — Amount: 198.21							
	Account Number: 176-170-500 — Description: DISCOUNT — Invoice #: 4665677490 — Date: 05/01/2026 — P.O.: 260905 — Amount: -1.98							

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	262351	05/19/2026	05/14/2026			334.25	

Account Number	Description	Invoice #	Date	P.O.	Amount
176-170-500	EPSON T502 HY INK 4PK	6061755186	04/24/2026	260893	75.95
176-170-500	HP 215A BLACK TONER	6061755187	04/24/2026	260893	66.37
176-170-500	BROTHER TN433BK TONER	6061755187	04/24/2026	260893	93.48
176-170-500	PILOT G2 RETRC PEN BLU 36CT	6061755187	04/24/2026	260893	44.99
176-170-500	LAMINATING POUCH 150PK (2)	6061755187	04/24/2026	260893	53.46

FUND TOTAL 176 Claims to Checks 10 Total 6,339.28 Manual Held Total 6,339.28

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Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	262335	05/19/2026	05/14/2026			7,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
177-176-763	ENG SERVICES: SSP HOST SITE	9797	05/14/2026		7,500.00

FUND TOTAL 177 Claims to Checks 1 Total 7,500.00 Manual Held Total 7,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	DAN HENSARLING INC	262300	05/19/2026	05/12/2026			256,264.40	
	Account Number 309-510-756	Description MS SONGWRITERS PAC 44.86%		Invoice # 11	Date 05/06/2026	P.O.	Amount 256,264.40	
309	ALLRED ARCHITECTURAL GROUP PA	262302	05/19/2026	05/13/2026			2,511.12	
	Account Number 309-510-763	Description CONSTRUCTION ADMIN: 44.86%		Invoice # 202173-16	Date 05/06/2026	P.O.	Amount 2,511.12	

FUND TOTAL 309 Claims to Checks 2 Total 258,775.52 Manual Held Total 258,775.52

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	LOWE'S	262311	05/19/2026	05/13/2026			1,969.45	

Account Number	Description	Invoice #	Date	P.O.	Amount
310-093-720	BLK L STRAP(8):BARS/TKT BOOTH	975408	03/13/2026		143.52
310-093-720	BLK T STRAP(16):BARS/TKT BOOTH	975408	03/13/2026		307.52
310-093-720	BLK EXT STRUCT SCREW 50CT (3)	975408	03/13/2026		106.65
310-093-720	EXT STRUCTURAL SCREW 50CT (4)	975408	03/13/2026		94.92
310-093-720	RTN CR: ON ACCT/NO ITEM LSTD	989894	03/25/2026		-264.80
310-093-720	BLK T STRAP(13):BARS/TKT BOOTH	990263	03/26/2026		262.99
310-093-720	BLK T STRAP: BARS/TKT BOOTH	990337	03/26/2026		20.23
310-093-720	ELEC BOX (28);COMBO FTG (50)	991328	03/26/2026		82.64
310-093-720	S40 PVC CONDUIT(40);CLAMP(2)	991328	03/26/2026		197.62
310-093-720	250' 12/2 SIMPULL CU NM-B	991328	03/26/2026		155.80
310-093-720	6" 60LM RECSD DOWNLIGHT 12PK	991328	03/26/2026		84.55
310-093-720	LED DIMMER(2); WALL PLATE(2)	991328	03/26/2026		55.02
310-093-720	1G MTL WP ELEC BOX COVER (10)	991328	03/26/2026		46.40
310-093-720	1G MTL ELEC BOX CVR BLANK(18)	991328	03/26/2026		18.54
310-093-720	2CT OD BARN LIGHT(5):BAR/TBTH	991328	03/26/2026		208.90
310-093-720	4"PANEL SIDING(1);ADHESIVE(2)	991700	03/26/2026		41.75
310-093-720	15A RECPT 10CT;S40 CONN (3)	981316	04/01/2026		18.22
310-093-720	STL CONCUIT LOCKNUT 20CT (2)	981316	04/01/2026		8.32
310-093-720	100' 12/2 SIMPULL CU NM-B	985279	04/02/2026		103.55
310-093-720	50CT 1" BLK METAL SCREW	973893	04/08/2026		6.63
310-093-720	PAINT SUPPLS: BARS/TKT BOOTH	973192	04/08/2026		61.66
310-093-720	17W 2' T8 FL BULB (2)	973192	04/08/2026		15.16
310-093-720	FAST DRY CAULK (5)	973192	04/08/2026		23.65
310-093-720	75CT BLK DECK SCREWS	974140	04/08/2026		8.53
310-093-720	5G STORMCOAT SATIN PAINT	992998	04/13/2026		137.75
310-093-720	50CT 2.5" WOOD SCREW	989801	04/21/2026		23.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
310	DAVIS DEVELOPMENT GROUP LLC	262361	05/19/2026	05/14/2026			39,762.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
310-655-720	GRADE/GEOTECH/LIMESTN:CW WEBB	260862	05/11/2026	260862	39,762.50

FUND TOTAL 310 Claims to Checks 2 Total 41,731.95 Manual Held Total 41,731.95

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	262301	05/19/2026	05/13/2026			1,558.74	

Account Number	Description	Invoice #	Date	P.O.	Amount
355-723-763	RFIS & SUBMITTALS	46569	05/05/2026		1,558.74

FUND TOTAL 355 Claims to Checks 1 Total 1,558.74 Manual Held Total 1,558.74

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BORDIS & DANOS PLLC	262223	05/19/2026	05/11/2026			10,398.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-060-602 MAY 2026 RETAINER			155	05/01/2026			10,125.00
	400-060-602 TRAVEL EXP: MML JACKSON			155	05/01/2026			273.83
400	H2O INNOVATION OPERATION & MAINTENANCE	262228	05/19/2026	05/11/2026			183,082.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 APR 2026 MAINT OPS			2026-04	04/31/2026			183,082.50
400	AIR MASTERS MECHANICAL INC	262243	05/19/2026	05/11/2026			7,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-712 ADD FLANGES (12):NANO PLANT			7314	04/22/2026			7,200.00
400	HOME TEAM TIRE & AUTO SERVICE	262255	05/19/2026	05/11/2026			46.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-638 FLAT REPR (2): 06830 R1			502597	04/16/2026			46.20
400	RJ YOUNG COMPANY LLC	262279	05/19/2026	05/12/2026			398.92	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-092-698 UNL-J9NI00-01 RENTAL FEE			INV8037557	05/04/2026			398.92
400	RJ YOUNG COMPANY LLC	262280	05/19/2026	05/12/2026			235.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 UNL-J9T500-01 RENTAL FEE			INV8035972	05/01/2026			235.80
400	LOWE'S	262285	05/19/2026	05/12/2026			578.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 2"PVC BALL VLV SKT (6)			981712	04/01/2026			76.86
	400-651-683 40LB CONTRACTOR SEED MIX (2)			981712	04/01/2026			158.42
	400-651-583 60LB TYPE N MORTAR MIX (2)			992902	04/13/2026			13.26
	400-650-635 6-6-12 TRTD #2: WHSE AWNING			998388	04/15/2026			54.04
	400-650-586 RTN CR: AC ALLERGEN FILTER			973661	04/16/2026			-18.02
	400-651-584 3/16" SS ANCHOR SHACKLE (5)			971705	04/16/2026			21.75
	400-651-584 40W LED BULB 3PK (2)			971705	04/16/2026			22.76
	400-650-586 AC ALLERGEN FILTER (2)			973506	04/16/2026			36.04
	400-650-586 3M 300 MPR AIR FILTER			973690	04/16/2026			5.67
	400-650-703 6000 BTU WINDOW AC UNIT			975079	04/17/2026			208.05
400	ARISTA INFORMATION SYSTEMS INC	262289	05/19/2026	05/12/2026			5,342.52	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 APR 2026 PRINTING 2067001			0013993	04/30/2026			1,151.60
	400-650-698 APR 2026 POSTAGE 2067001			0013993	04/30/2026			4,190.92
400	ELAN FINANCIAL SERVICES	262307	05/19/2026	05/13/2026			148.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 "PLAN" FILE STORAGE CABINET			05012026	05/04/2026			148.60

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	262317	05/19/2026	05/13/2026			3,329.75	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 17875	04192026	04/27/2026		317.60
400-651-631	LIFT STNS 17883	04192026	04/27/2026		1,931.05
400-651-631	LIFT STNS 17884	04212026	04/28/2026		1,081.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	262318	05/19/2026	05/13/2026			1,985.51	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 114260001	04192026	04/27/2026		882.18
400-651-631	CITY HALL WELL 114046001	04182026	04/24/2026		1,103.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	262320	05/19/2026	05/13/2026			231.16	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP70461263	05/04/2026		231.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	262322	05/19/2026	05/13/2026			253.91	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP70488990	05/11/2026		253.91

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	262325	05/19/2026	05/13/2026			581.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-001-605	COUNCIL CELL PHONES	0030759348	04/30/2026		188.14
400-021-605	CITY MGR CELL PHONE	0030759348	04/30/2026		29.59
400-040-605	ADMIN CELL PHONE	0030759348	04/30/2026		41.90
400-205-605	MAINT CELL PHONES	0030759348	04/30/2026		31.08
400-094-605	GRANT-PROJ CELL PHONES	0030759348	04/30/2026		88.79
400-650-605	CELL PHONES(4)	0030759348	04/30/2026		201.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SCOTT INSURANCE SERVICES LLC	262330	05/19/2026	05/13/2026			1,050.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-092-625	SURETY BOND: VAUGHAN,C	58471	04/17/2026		150.00
400-092-625	SURETY BOND: ELBIN, D	58472	04/17/2026		150.00
400-092-625	SURETY BOND: FULLER,L	58473	04/17/2026		150.00
400-092-625	SURETY BOND: GEORGE,C	58477	04/17/2026		150.00
400-092-625	SURETY BOND: JACKSON,R	58475	04/17/2026		150.00
400-092-625	SURETY BOND: JAMISON,K	58478	04/17/2026		150.00
400-092-625	SURETY BOND: MINOR,J	58479	04/17/2026		150.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AUTO TRUCK AND TRAILER PARTS INC	262336	05/19/2026	05/14/2026			38.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	RTV SEALER (4): SHELL LDG LS	330555	04/07/2026	260834	38.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	262344	05/19/2026	05/14/2026			68.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	BC340 MFD CAPACITOR(6): LSTNS	0139163	04/30/2026	260888	68.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	262346	05/19/2026	05/14/2026			401.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-638	47EXT BATTERY: R-1	1978405404	04/15/2026	260861	133.91
400-650-638	47EXT CORE CHRG	1978405404	04/15/2026	260861	22.00

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	262346	05/19/2026	05/14/2026			401.11	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-638	SK7001 TERMINAL	1978405404	04/15/2026	260861	7.99
400-650-638	01396 TERM PROTECT	1978405404	04/15/2026	260861	3.49
400-650-638	SC1100 CERAMIC PADS	1978405404	04/15/2026	260861	28.99
400-650-638	980368RGS BRAKE ROTOR (2)	1978405404	04/15/2026	260861	125.00
400-650-638	CORE RETURN: R-1	1978405404	04/15/2026	260861	-22.00
400-650-638	PM9282 BLOWER MOTOR: R-2	1978405960	04/20/2026	260871	73.75
400-650-638	POWER STRG STOP LEAK (2)	1978405960	04/20/2026	260871	27.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	262353	05/19/2026	05/14/2026			42.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	BK 3M TAPE TEMFLEX-165 (6)	PAS/108746	04/23/2026	260886	12.90
400-651-584	RD 3M TAPE TEMFLEX-165 (3)	PAS/108746	04/23/2026	260886	6.75
400-651-584	WH 3M TAPE TEMFLEX-165 (3)	PAS/108746	04/23/2026	260886	6.75
400-651-584	YL 3M TAPE TEMFLEX-165 (3)	PAS/108746	04/23/2026	260886	9.75
400-651-584	GR 3M TAPE TEMFLEX-165 (2)	PAS/108746	04/23/2026	260886	6.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	OCCUPATIONAL HEALTH CENTER INC	262363	05/19/2026	05/14/2026			220.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-022-604	PRE EMP PHYS: ALEXANDER,D	432751	05/05/2026	260868	75.00
400-022-604	QK DRUG SCRN: ALEXANDER,D	432751	05/05/2026	260868	35.00
400-022-604	PRE-EMP PHYS: SHAKIR,D	432751	05/05/2026	260872	75.00
400-022-604	QK DRG SCN: SHAKIR,D	432751	05/05/2026	260872	35.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	262364	05/19/2026	05/14/2026			1,502.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	SCADA RM152 UPGRD: FISHHAWK	477735	05/04/2026	260889	1,502.00

FUND TOTAL 400 Claims to Checks 21 Total 217,136.52 Manual Held Total 217,136.52

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	262244	05/19/2026	05/11/2026			175,571.75	
	Account Number 404-677-693	Description APR 2026 RES GARBAGE (6443)		Invoice # 217330	Date 04/30/2026	P.O.	Amount 175,571.75	
404	BORDIS & DANOS PLLC	262257	05/19/2026	05/11/2026			1,125.00	
	Account Number 404-060-602	Description MAY 2026 RETAINER		Invoice # 155	Date 05/01/2026	P.O.	Amount 1,125.00	

FUND TOTAL 404 Claims to Checks 2 Total 176,696.75 Manual Held Total 176,696.75

Docket of Claims
Release date from 05/19/2026 thru 05/19/2026

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	81	Total	156,850.56	Manual	Held	Total	156,850.56
FUND 4	Claims	to	Checks	9	Total	12,402.76	Manual	Held	Total	12,402.76
FUND 130	Claims	to	Checks	1	Total	205,993.78	Manual	Held	Total	205,993.78
FUND 156	Claims	to	Checks	1	Total	896.48	Manual	Held	Total	896.48
FUND 171	Claims	to	Checks	1	Total	7,125.00	Manual	Held	Total	7,125.00
FUND 176	Claims	to	Checks	10	Total	6,339.28	Manual	Held	Total	6,339.28
FUND 177	Claims	to	Checks	1	Total	7,500.00	Manual	Held	Total	7,500.00
FUND 309	Claims	to	Checks	2	Total	258,775.52	Manual	Held	Total	258,775.52
FUND 310	Claims	to	Checks	2	Total	41,731.95	Manual	Held	Total	41,731.95
FUND 355	Claims	to	Checks	1	Total	1,558.74	Manual	Held	Total	1,558.74
FUND 400	Claims	to	Checks	21	Total	217,136.52	Manual	Held	Total	217,136.52
FUND 404	Claims	to	Checks	2	Total	176,696.75	Manual	Held	Total	176,696.75
	Total for all Funds		Checks	132	Total	1,093,007.34	Manual	Held	Total	1,093,007.34

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

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

ORDER NUMBER 100-2026

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

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Jackson,** 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 May 19, 2026.

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

ORDER NUMBER 101-2026

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 on May 5, 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 Jackson,** 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 May 19, 2026.

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

ORDER NUMBER 102-2026

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 April 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 Jackson,** 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 May 19, 2026.

	City of Gautier		
	Business Registry		
	Apr-26		
LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
2027-04-0009548	Rootdown	$20.00	Current
2027-04-0009549	Washington Electric	$20.00	Current
2027-04-0009550	Craft & Technical Solutions, LLC	$30.00	New Business
2027-04-0009551	Subway #73796	$50.00	Current
2026-12-0009552	Hickory Hill Wine & Liquor	$45.20	Delinquent
2027-03-0009553	Just Relax Theraputic Massage	$22.00	Delinquent
	Star Life Entertainment, LLC		Closed Business
2027-04-0009554	Mary Walker Marina	$35.00	Current
2027-040009555	Little Boys, LLC	$55.00	Current
2027-04-0009556	Task Force Protection Services	$20.00	New Business
2027-04-0009557	Elite Event Staffing, LLC	$20.00	New Business
2027-03-0009558	CW Consulting Services, LLC	$22.00	Delinquent
2027-04-0009559	Mediconnect Pro Corp	$20.00	Current
2027-04-0009560	Truly Healthcare Clinic	$20.00	Current
2027-04-0009561	Tire4Less and Tint Studio	$20.00	New Business
2027-04-0009562	Foster A/C & Heating, Inc.	$150.00	Current
2027-04-0009563	Dolgencorp, LLC	$112.50	Current
2027-04-0009564	J.B. Morgan, Jr.	$20.00	Current
2027-04-0009565	Round About Travel, LLC	$20.00	New Business
2027-04-0009566	James M. Braly	$20.00	Current
	Chique Nique		Closed Business
	Safety Builders & Consultants		Closed Business
2027-04-0009567	Fox Pest Control	$250.00	Transient Vendor
2027-04-0009568	Murphy Oil USA, Inc.	$70.00	Current
2027-04-0009569	Coastal Painting	$30.00	Current
2027-04-0009570	The Chill Company	$20.00	New Business
2027-05-0009571	Shell Landing Golf Club	$96.00	Current
2027-05-0009572	Jelly Donuts & Kolaches	$20.00	Current
2027-05-0009573	Chuck Stevens Automotive of MS	$75.00	Current
2027-04-0009574	Ajo Y Oregano Restaurant, LLC	$45.00	Current
2027-05-0009575	J1 Beauty Supply	$20.00	Current
2027-04-0009576	Edward D. Jones CO LP	$20.00	Current
2027-05-0009577	G.I. Museum	$20.00	Current
2027-05-0009578	River Chase Village	$150.00	Current
	Bobbie H. Sirin, CPA		Closed Business
2027-05-0009579	Lokring Gulf Coast, LLC	$20.00	Current
2027-05-0009580	Circle K	$30.00	Current
2027-05-0009581	Anderson Pool Solutions	$20.00	Current
2027-03-0009582	Senoritas Cleaning Service	$22.00	Delinquent
2027-05-0009583	Sonic Drive-In	$30.00	Current
2027-04-0009584	Noble Realty	$20.00	Current
2027-04-0009585	KPS Commercial Construction	$20.00	Current
2027-04-0009586	Grease Monkey	$50.00	Current
2027-05-0009587	Digital Enterprises	$20.00	Current
2027-05-0009588	Vannah's	$20.00	Current
2027-05-0009589	Cochran Pools, Inc.	$20.00	Current
2027-04-0009590	Certification Services, Inc.	$20.00	Current
	TOTAL:		
	New Business	6	
	Transient Vendor	1	
	Closed Business	4	
	Delinquent Renewal Issued	4	
	Current	32	

New Business April 2026			
Business Name	**Business Address**	**Business Phone**	**Business Description**
Craft and Technical Solutions, LLC	1408 Hwy 90 Suite 5	609-846-5177	Staffing Company
Task Force Protection Services	2607 Avenido Encanto	228-238-4369	Security
Elite Event Staffing, LLC	2607 Avenido Encanto	228-238-4369	Staffing Company
Tire4Less and Tint Studio	7400 Hwy 57	206-476-3255	Tire shop/window tinting
Round About Travel, LLC	1913 Private Pier Dr	228-627-6008	Home office for Travel Agency
The Chill Company	4099 Gautier Vancleave Rd Suite A	228-355-2200	Retail Smoke Shop

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

ORDER NUMBER 103-2026

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 March 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 Jackson,** 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 May 19, 2026.

MAR 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$6,207,676.40
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	$42,606.84
MDAH School House Grant	Depository Account	030-000-001	$13,553.20
SE MS METRO TASK FORCE	Depository Account	156-000-001	$132,378.67
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	$21,684.69
Library Support Fund	Depository Account	172-000-001	$14,077.61
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	($11,340.00)
Shepard State Park Fund	Depository Account	176-000-001	$118,324.20
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	($21,000.00)
Solid Waste Fund	Depository Account	404-000-001	$76,547.61
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$8,055,301.36
	General Depository Reconciled Cash Balance		$8,055,301.36

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	$13,602.94
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	($66,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	$766,772.50
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	$5,345,325.64
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		$6,278,362.33
	Enterprise Reconciled Cash Balance		$6,274,364.12

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$686,242.36
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$80,410.58
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$386,654.88
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$752,287.67
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$74,106.82
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$74,104.58
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$17,387.83
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	$5,253.35
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	$321,144.15
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	$550,566.88
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$449.41
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	$1,554,343.79
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	$7,336.49
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,100,553.00
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	$1,023,655.01
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	$1,446,206.31
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	$2,380,779.74
SB2468 Water Meter Imps	Restricted Fund	422-000-001	$1,554,343.79
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$268,695.35
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$1,090,740.36
	Total Bond & Restricted Reconciled Cash Balances		$14,375,262.35

MAR 2026
YEAR TO DATE TOTALS

General Fund Totals

		BUDGET FY 2026	MAR 2026	Balance	50.00 % % to date
	General Fund Revenues	**13,348,978.00**	**7,622,541.97**	**5,726,436.03**	***57.1%***
	Expenditures:				
001	Legislative	**264,436.00**	**115,096.69**	**149,339.31**	***43.5%***
010	City Court	**397,834.00**	**133,107.45**	**264,726.55**	***33.4%***
021	City Manager	**149,800.00**	**31,046.81**	**118,753.19**	***20.7%***
022	Human Resources	**75,563.00**	**25,230.93**	**50,332.07**	***33.3%***
030	Elections	**0.00**	**0.00**	**0.00**	
040	City Clerk	**493,028.00**	**110,389.37**	**382,638.63**	***22.3%***
060	City Attorney	**145,000.00**	**61,889.50**	**83,110.50**	***42.6%***
090	Economic Dev - Planning	**560,844.00**	**152,287.78**	**408,556.22**	***27.1%***
092	Building & General Expenses	**1,103,525.00**	**573,663.26**	**529,861.74**	***51.9%***
094	Grants & Project Admin	**251,922.00**	**30,043.98**	**221,878.02**	***11.9%***
100	Police	**4,944,779.00**	**2,282,037.56**	**2,662,741.44**	***46.1%***
161	Fire	**3,972,614.00**	**1,501,373.39**	**2,471,240.61**	***37.7%***
170	Recreation	**935,541.00**	**361,679.64**	**573,861.36**	***38.6%***
201	PW: Streets	**675,100.00**	**242,838.48**	**432,261.52**	***35.9%***
205	PW: Maintenance	**386,935.00**	**112,466.01**	**274,468.99**	***29.0%***
680	Debt Service	**87,454.00**	**87,453.55**	**0.45**	***99.9%***
900	Interfund Transfers	**949,703.00**	**647,603.93**	**302,099.07**	***68.1%***
	General Fund Expenditures	**15,394,078.00**	**6,468,208.33**	**8,925,869.67**	***42.0%***
	Total Operating Expenditures	**13,015,430.00**	**5,531,228.54**	**7,484,201.46**	
	Total Capital Outlay Expenditures	**1,239,800.00**	**201,922.31**	**1,037,877.69**	
	Total Debt Service	**189,145.00**	**87,453.55**	**101,691.45**	
	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**	**6,468,208.33**	**8,925,869.67**	
	Personnel	**9,652,280.00**	**4,158,496.14**	**5,493,783.86**	
	Supplies	**722,150.00**	**203,837.53**	**518,312.47**	
	Other Services	**2,641,000.00**	**1,168,894.87**	**1,472,105.13**	
	Capital Outlay	**1,239,800.00**	**201,922.31**	**1,037,877.69**	
	Debt Service	**189,145.00**	**87,453.55**	**101,691.45**	
	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**	**6,468,208.33**	**8,925,869.67**	

MAR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	MAR 2026	Balance	*50.00% % 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	142,513.21	444,268.79	*24.2%*
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	*1.1%*
Expenditures	95,004.43	6,654.23	88,350.20	*7.0%*
130 $7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	1,851,450.61	228,305.26	*89.0%*
Expenditures	2,724,201.21	1,972,995.85	751,205.36	*72.4%*
156 SE MS METRO TASK FORCE				
Revenues		92,129.06	(92,129.06)	
Expenditures	50,941.00	35,980.06	14,960.94	*70.6%*
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	11,850.00	658,661.17	*1.7%*
172 Library Support Fund				
Revenues	138,964.00	113,755.39	25,208.61	*81.8%*
Expenditures	138,964.00	99,677.78	39,286.22	*71.7%*
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	21,098.61	388,901.39	*5.1%*
Expenditures	406,200.00	28,638.61	377,561.39	*7.0%*

MAR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	MAR 2026	Balance	*50.00% % to date*
176 Shepard State Park				
Revenues	**234,000.00**	**165,547.88**	**68,452.12**	*70.7%*
Expenditures	**268,123.00**	**134,398.41**	**133,724.59**	*50.1%*
177 HB1353 Local Imps: Shepard				
Revenues	**200.00**	**1,134.08**	(934.08)	*567.0%*
Expenditures	**79,300.00**		**79,300.00**	
250 2018 W&S Bond Debt Service				
Revenues	**285,213.00**	**140,925.78**	**144,287.22**	*49.4%*
Expenditures	**282,506.26**	**53,753.13**	**228,753.13**	*19.0%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	**16,900.00**	**5,549.89**	**11,350.11**	*32.8%*
Expenditures	**7,713.00**		**7,713.00**	
252 2019 W&S Bond Debt Service				
Revenues	**397,348.00**	**193,742.07**	**203,605.93**	*48.7%*
Expenditures	**382,825.00**	**318,600.00**	**64,225.00**	*83.2%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	**16,800.00**	**7,149.73**	**9,650.27**	*42.5%*
Expenditures	**11,348.00**		**11,348.00**	
254 S2018 MPI GO Bond Debt Service				
Revenues	**295,382.00**	**233,443.23**	**61,938.77**	*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**	**318,030.94**	**7,718.06**	*97.6%*
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**	**150,619.91**	**44,036.09**	*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**	**302,326.69**	**312,673.31**	*49.1%*
Expenditures	**712,895.00**	**587,648.10**	**125,246.90**	*82.4%*
259 5.3M Uty Rev Bond DS Reserve				
Revenues	**6,000.00**	**7,765.02**	(1,765.02)	*129.4%*
Expenditures	**12,000.00**		**12,000.00**	

MAR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	MAR 2026	Balance	*50.00% % to date*
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	65,716.80	241,283.20	*21.4%*
Expenditures	5,749,498.02	1,574,624.76	4,174,873.26	*27.3%*
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	14,729.30	(11,729.30)	*490.9%*
Expenditures	1,050,562.14	41,924.41	1,008,637.73	*3.9%*
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	20,635.14	(17,635.14)	*687.8%*
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	45,000.00	1,455,000.00	*3.0%*
355 Water Supply & Treatment Plant				
Revenues	0.00	45,987.00	(45,987.00)	
Expenditures	106,215.03	86,903.25	19,311.78	*81.8%*
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	34,222.10	(18,616.10)	*219.2%*
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	104,000.00	2,887,150.00	*3.4%*
Expenditures	2,906,150.00	72,000.00	2,834,150.00	*2.4%*
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	133,227.50	3,316,772.50	*3.8%*

MAR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	MAR 2026	Balance	*50.00% % 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**	**1,168,006.16**	**1,175,593.84**	***49.8%***
Expenditures	**2,346,260.00**	**1,141,144.83**	**1,205,115.17**	***48.6%***
422 Water Meter Replacement				
Revenues	**8,000.00**	**21,921.97**	(13,921.97)	***274.0%***
Expenditures	**1,540,000.00**		**1,540,000.00**	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	**1,500.00**	**3,789.59**	(2,289.59)	***252.6%***
Expenditures	**0.00**		**0.00**	

MAR 2026
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2026	MAR 2026	Balance	50.00% % to date
Utility Fund Revenues	**11,140,627.00**	**6,045,083.15**	**5,095,543.85**	***54.2%***
General Admin & Operations	**0.00**	**474,195.28**	(474,195.28)	
W & S Management & Operations	**3,462,608.00**	**1,484,347.79**	**1,978,260.21**	***42.8%***
Water & Sewer O & M	**4,541,792.00**	**2,055,611.19**	**2,486,180.81**	***45.2%***
Debt Service	**831,041.45**	**357,869.94**	**473,171.51**	***43.0%***
Transfers	**2,237,749.00**	**537,828.00**	**1,699,921.00**	***24.0%***
Contingencies	**150,000.00**	**0.00**	**150,000.00**	
Utility Fund Expenditures	**11,223,190.45**	**4,909,852.20**	**6,313,338.25**	***43.7%***
Total Operating Expenditures	***7,833,400.00***	***3,971,142.66***	***3,862,257.34***	
Total Capital Outlay Expenditures	***171,000.00***	***43,011.60***	***127,988.40***	
Total Debt Service	***831,041.45***	***357,869.94***	***473,171.51***	
Total Interfund Transfers	***2,237,749.00***	***537,828.00***	***1,699,921.00***	
Total Contingency Expenditures	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***4,909,852.20***	***6,313,338.25***	
Personnel	***610,787.00***	***668,090.20***	*(57,303.20)*	
Supplies	***466,000.00***	***194,626.86***	***271,373.14***	
Other Services	***6,756,613.00***	***3,108,425.60***	***3,648,187.40***	
Capital Outlay	***171,000.00***	***43,011.60***	***127,988.40***	
Debt Service	***831,041.45***	***357,869.94***	***473,171.51***	
Interfund Transfers	***2,237,749.00***	***537,828.00***	***1,699,921.00***	
Contingencies	***150,000.00***	***0.00***	***150,000.00***	
Check Total	***11,223,190.45***	***4,909,852.20***	***6,313,338.25***	

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

ORDER NUMBER 104-2026

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 May 2026 in the amount of $7,108.08 is hereby approved.

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

Motion was made by **Councilman Fuller,** seconded by **Councilman Jackson,** 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:

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CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 19, 2026.

	MAY 2026 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	001-17001-000	76.40	176.95				253.35	Spigot
	003-18301-002	62.48	137.61				200.09	Line in yard
	013-24601-006		98.41				98.41	Line in yard
	016-03701-000	322.78	788.50				1,111.28	Behind Walls
	016-40001-000	168.35	409.41				577.76	Line in yard
	017-15901-017	390.48	533.17	210.00			1,133.65	Line in yard
	021-11901-000	169.26	397.17	35.00			601.43	Line in yard
	031-09201-007		104.64	175.00			279.64	Behind Walls
	080-06101-001	209.39	509.45	105.00			823.84	Line in yard
	083-10201-007		59.82	70.00			129.82	Line in yard
	089-06901-000	40.13	74.09	70.00			184.22	Spigot
	089-19301-000	82.72	193.34				276.06	Line in yard
	102-02200-000	48.37	79.95	140.00			268.32	Line in yard
	102-02401-001	52.51	144.87	35.00			232.38	Line in yard
	102-18501-007		46.59				46.59	Spigot
	116-20001-000		82.99				82.99	Spigot
	125-23501-008	184.37	465.79	35.00			685.16	Behind Walls
	125-25701-000	43.27	79.82				123.09	Behind Walls
								Line in yard
								Line in yard
								Line in yard
								Spigot
	TOTAL	1,850.51	4,382.57	875.00	0.00	0.00	7,108.08	

COMPLETED

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

ORDER NUMBER 105-2026

WHEREAS, the City's Certified Local Government Coordinator for the Mississippi Department of Archives and History is currently Babs Logan; and

WHEREAS, the Planning and Building Department requests that the City Council change the coordinator from Babs Logan to Eric Patterson; and

WHEREAS, the Certified Local Government Program is a federal-state-local partnership established to assist local governments in historic preservation efforts and participation in national historic preservation programs and processes.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Eric Patterson is hereby designated as the City's Certified Local Government Coordinator for the Mississippi Department of Archives and History.

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 Jackson,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 05/12/2026
Subject: Designation of a Certified Local Government Coordinator for the Mississippi Department of Archives and History.

REQUEST:

The Planning and Building Department requests that the City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from Babs Logan to Eric Patterson.

BACKGROUND:
The Certified Local Government (CLG) Program is a federal-state-local partnership established in 1980 by amendments to the National Historic Preservation Act of 1966. The CLG Program permits local governments that have established their own historic preservation programs-meeting both federal and state standards-to participate directly in the national historic preservation program and processes. CLG communities receive special technical assistance and training from MDAH staff, including:

- Programs to heighten local preservation awareness,
- Assistance with drafting preservation ordinances,
- Training workshops for the local preservation commission,
- And assistance in
    - establishing local historic districts,
    - identifying architecturally and historically significant buildings and sites,
    - preparing National Register nominations,
    - compiling design review guidelines for historic districts, and
    - many other kinds of projects to promote preservation of the community's historic resources.

DISCUSSION:

The responsibilities of this position are outlined in the attached CLG Coordinator Agreement.

RECOMMENDATION:

The Planning and Building Department recommends that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from Babs Logan to Eric Patterson.

The City Council may:

1. Authorize Eric Patterson to serve as Certified Local Government Coordinator, as presented: or
2. Not authorize Eric Patterson to serve as Certified Local Government Coordinator.

ATTACHMENTS:

STATE OF MISSISSIPPI

CERTIFIED LOCAL GOVERNMENT COORDINATOR AGREEMENT

This agreement between the Mississippi Department of Archives and History, Historic Preservation Division, also known as the State Historic Preservation Office (hereinafter called the SHPO) and the City of Gautier hereinafter called the Certified Local Government, or CLG) states that Eric Patterson shall be designated as the Certified Local Government Coordinator for the City of Gautier, and shall serve as CLG Coordinator from the date of this agreement until such time as a new CLG Coordinator shall be appointed.

The Certified Local Government Coordinator shall be responsible for ensuring that the CLG carries out its duties and responsibilities in accordance with state and local preservation law as well as the *State of Mississippi Procedures for the Certified Local Government Program.* These responsibilities include:

implementation of appropriate state or local legislation for the designation and protection of historic properties;

maintaining a system for a building by building survey and inventory of historic properties that is coordinated with, complementary to, and approved by the State Historic Preservation Office;

ensuring that all inventory material is maintained securely, is accessible to the public, and is periodically updated to reflect changes, alterations, and demolitions;

ensuring that the Historic Preservation Commission exists as authorized under the Mississippi Local Government Historic Preservation Act of 1978 (Chapter 472, Laws of Mississippi, 1978, as amended);

ensuring that a current roster of commission members and their current resumes will be forwarded to the Local Government Assistance Coordinator with the Department annually;

ensuring that vacancies on the Historic Preservation Commission are filled as quickly as possible following the procedure established by the CLG's historic preservation ordinance;

ensuring that the business of the Commission is conducted as required by the local ordinance which created it, that all meetings are open to the public and that careful minutes are kept of all the decisions and actions of the Commission, including the reasons for making these decisions, that copies of these minutes are transmitted to the Department's Local Government Assistance Coordinator at the same time they are transmitted to the members of the Commission, and that copies of the minutes are kept on file and made available to the public in accordance with the provisions of the Public Records Act of the State of Mississippi, Section 25-61-1-17, 1972;

ensuring that at least one member of the Commission attends at least one informational or educational meeting, approved by the Department, per year and that material from this meeting is presented at the next regularly scheduled commission meeting;

ensuring that an annual report of the activities of the Commission is transmitted to the State Historic Preservation Office within sixty days from the end of the CLG's fiscal year, that includes, at a minimum, the number of cases reviewed, new designations made, progress to survey activities, revised resumes for Commission members, attendance records, and documentation for any educational and informational meetings attended by any Commissioners;

ensuring that the CLG promotes public participation in the nomination of properties to the National Register of Historic Places as outlined in the *State of Mississippi Procedures for the Certified Local Government Program*, Section III, D;

ensuring that the State Historic Preservation Office is informed of any activity affecting any property listed on the National Register of Historic Places;

ensuring that the CLG is in compliance with the Mississippi Antiquities Law (Section 39-7-1) and with Section 106 of the National Historic Preservation Act of 1966 as amended; and

ensuring that all Certified Local Government Pass-through Grant projects are properly and efficiently administrated by providing such records and reports as required by the Local Government Assistance Coordinator.

At such time as a new person may be designated to replace Eric Patterson as the Certified Local Government coordinator, the City will promptly notify the SHPO and a new agreement will be executed.

_____

Chief Elected Official/CLG Date

_____

CLG Coordinator Date

_____

Date

Local Government Assistance Coordinator
Historic Preservation Division
Mississippi Department of Archives and History
State Historic Preservation Office

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Babs Logan, Planning Technician & Certified Local Government Coordinator

Date: May 1, 2026

Subject: Designation of a Certified Local Government Coordinator for the Mississippi Department of Archives and History.

REQUEST:

The Planning and Building Department requests that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from Babs Logan to Eric Patterson.

BACKGROUND:

The Certified Local Government (CLG) Program is a federal-state-local partnership established in 1980 by amendments to the National Historic Preservation Act of 1966. The CLG Program permits local governments that have established their own historic preservation programs-meeting both federal and state standards-to participate directly in the national historic preservation program and processes. CLG communities receive special technical assistance and training from MDAH staff, including:

- Programs to heighten local preservation awareness,
- Assistance with drafting preservation ordinances,
- Training workshops for the local preservation commission,
- And assistance in
    - establishing local historic districts,
    - identifying architecturally and historically significant buildings and sites,
    - preparing National Register nominations,
    - compiling design review guidelines for historic districts, and
    - many other kinds of projects to promote preservation of the community's historic resources.

DISCUSSION:

The responsibilities of this position are outlined in the attached CLG Coordinator Agreement.

RECOMMENDATIONS:

The Planning and Building Department recommends that City Council authorize changing the City's Certified Local Government Coordinator with the Mississippi Department of Archives and History (MDAH) from Babs Logan to Eric Patterson.

The City Council may:

1. Authorize Eric Patterson to serve as Certified Local Government Coordinator, as presented: or
2. Not authorize Eric Patterson to serve as Certified Local Government Coordinator.

ATTACHMENTS:

State of Mississippi Local Government Coordinator Agreement

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

ORDER NUMBER 106-2026

WHEREAS, the Gautier Historic Preservation Commission is charged with the responsibility to preserve, promote and develop the historical resources of the City in accordance with the provisions of the Mississippi Local Government Historic Preservation Law of 1978, codified as Chapter 13 of Title 39 of the Mississippi Code of 1972; and

WHEREAS, pursuant to the Historic Preservation Commission Rules of Procedure, a quorum of five (5) members is required to conduct official business; and

WHEREAS, due to vacancies and the passing of a commission member, the Historic Preservation Commission is seeking to rebuild its membership in order to continue preserving the storied history of the City of Gautier; and

WHEREAS, Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders submitted applications for consideration to fill the current vacancies on the Historic Preservation Commission and were the only applicants to apply; and

WHEREAS, the City Council hereby finds that the appointments of Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders to the Historic Preservation Commission are in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointments of Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders to the Historic Preservation Commission for a period of three (3) years 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 Jackson,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Eric Patterson, Planning Technician

Date: May 12, 2026

Subject: Gautier Historic Preservation Commission Appointments

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REQUEST:

The Gautier Historic Preservation Commission would like to request that the City Council consider their recommendation of Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders to fill vacant positions on the Historic Preservation Commission.

BACKGROUND:

Pursuant to the City of Gautier Historic Preservation Commission's Rules of Procedure Section III (E), a quorum of five (5) members is required to conduct official business. Due to commission positions being vacated and the passing of one of our members, the Historic Preservation Commission is seeking to fill vacant positions.

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 5 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

The Historic Preservation Commission has attempted over the past three years to recruit new members. In previous years, the Historic Preservation Commission consisted of nine members who met on a regularly scheduled quarterly basis. Due to regular resignations for health-related concerns, and the unfortunate passing of members, the determination was made to lower the number of members to five (5). The goal is to rebuild the membership of the Historic Preservation Commission, appointed by the City Council, to preserve the storied history of the City of Gautier.

Staff notes that Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders were the only applicants who submitted applications for consideration to fill the current vacancies on the Historic Preservation Commission.

RECOMMENDATION:

The Planning and Building Department staff recommend that City Council approve the appointments of Betty Cochran, Marquitta Buxton, and Elizabeth "Beth" Sanders to the Historic Preservation Commission as proposed.

The City Council may:

1. Approve the new appointments to the Historic Preservation Commission as presented; or
2. Disapprove the proposed appointments.

ATTACHMENTS:

1. Betty Cochran application and resume
2. Marquitta Buxton application
3. Elizabeth "Beth" Sanders volunteer application

CITY OF GAUTIER

BOARD AND COMMISSION CANDIDATE PROFILE FORM

Contact Information

Name Betty Cochran
Street Address 8235 Egret Ln.
City, State, Zip code Gautier, Ms 39553
Home Phone/(Cell) Phone 228-219-0829
Work Phone
E-Mail Address cochranbhurst@yahoo.com
Place of Employment retired

Background Information

Position Applying for : historic commission member
Reason for interest in position:
Prior involvement with the City: none

Commission/Board or Committee

Please mark a (x) next to the following commission, committee or board that you wish to participate in. You will be notified which commission, committee or board that you've been chosen to serve on.

___ Technical Review Committee
___ Planning Commission
_X_ Historic Preservation Commission
___ Library Board
___ Municipal Election Commission
___ Other (please specify)

Previous Volunteer Experience

Summarize your previous volunteer experience.
FCA · OLE MISS

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Betty Cochran
Signature Betty Cochran Date 4/28/2026

Our Policy

It is the policy of the City of Gautier to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

BETTY COCHRAN

Gautier, MS 39553| 228-219-0829| cochranbhurst@yahoo.com|

GAUTIER HISTORIC COMMISSION

My reason for applying for the position as a member of the commission is two-fold: My passion is history and the preservation of what we have been blessed with as a city. Additionally, I want to instill a pride in our city by educating our youth about its rich history. I have a vision of several ways to accomplish these goals.

EXPERIENCE

COCHRAN & ANDERSON, INC. (PERSONAL PROPERTY APPRAISAL)

TUSCALOOSA, AL/GAUTIER, MS — CO-OWNER

MARCH, 1998 - SEPTEMBER, 2024

- Researched, evaluated, and established fair market value of personal property with an emphasis on antiques and household items through sales results comparisons.
- Compiled comprehensive and detailed reports for clients including individuals, financial institutions, insurance companies, and attorneys, among others (initially on a part-time basis while working for previous employer and working toward certification.)
- Established and maintained business relationships with clients
- Maintained up-to-date records in a changing marketplace to accurately catalog comparison sales

COLDWELL BANKER, SMITH HOMES, INC.

GAUTIER, MS — EXECUTIVE ASSISTANT TO PRESIDENT

OCTOBER 1983 - OCTOBER, 2000

- Primary duties included the oversight of office and management personnel ie. accounting procedures involving accounts payable and receivable and monthly accounting reports, all aspects of real estate sales and building projects, cost accounting and project development
- Coordinated multiple projects simultaneously with both real estate sales and building projects as well as golf course development
- Oversight and implementation of initial computerized accounting system
- Acted as a liaison between employer, staff, sub-contractors and board members, clients and vendors
- Assisted in preparing budgets by tracking expenses related to previous projects
- Generated reports detailing profit & loss on individual projects for submission to financial institutions
- Created confidential documents and correspondence for employer's signature
- Proofread all outgoing correspondence for accuracy in grammar, spelling and punctuation
- Monitored and maintained executive files and records
- Arranged for employee onboarding by scheduling and organizing training material
- Established and administered implementation of administrative policies and procedures manual

NATIONAL AMERICAN CORPORATION

OCTOBER, 1980 - OCTOBER, 1983 LEGAL ACCOUNT REPRESENTATIVE

- Researched and prepared reports on current accounts receivable for assignment as loan collateral to Bank of Boston
- Organized large volumes of data into concise summaries for management reports
- Coordinated with external parties such as financial institution lenders and other stakeholders involved in loan evaluation
- Performed various administrative functions for assigned accounts receivable report provided to two direct bosses as well as board member

EDUCATION

UNIVERSITY OF MISSISSIPPI	OXFORD, MS	BGS
DELTA STATE UNIVERSITY	CLEVELAND, MS	
JONES JR. COLLEGE	ELLISVILLE, MS	AA

SKILLS AND CERTIFICATIONS

- Decision-making
- Evaluation methods
- Report generation
- Policy and Procedure implementation
- Excellent communication skills, both verbal and written
- Detailed accuracy in reporting
- Ability to collaborate effectively with colleagues

Past member of American Society of Appraisers

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Eric Patterson, Planning Technician

Date: May 12, 2026

Subject: Gautier Historic Preservation Commission Appointment

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REQUEST:

The Gautier Historic Preservation Commission would like to request that the City Council consider their recommendation of Betty Cochran to fill a vacant position on the Historical Preservation Commission.

BACKGROUND:

Pursuant to the City of Gautier Historic Preservation Commission's Rules of Procedure Section III (E), a quorum of five (5) members is required to conduct official business. Due to commission positions being vacated and the passing of one of our members, the Historic Preservation Commission is seeking to fill vacant positions.

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 5 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

The Historic Preservation Commission has attempted over the past three years to recruit new members. In previous years, the Historic Preservation Commission consisted of nine members who met on a regularly scheduled quarterly basis. Due to regular resignations for health-related concerns, and the unfortunate passing of members, the determination was made to lower the number of members to five (5). The goal is to rebuild the membership of the Historic Preservation Commission, appointed by the City Council, to preserve the storied history of the City of Gautier.

RECOMMENDATION:

The Planning and Building Department staff recommend that City Council approve the appointment of Betty Cochran to the Historic Preservation Commission as proposed.

City Council may:

1) Approve the new appointment to the Historic Preservation Commission as presented; or
2) Disapprove the proposed appointment.

ATTACHMENT:

Betty Cochran's Resume'

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Eric Patterson, Planning Technician

Date: May 12, 2026

Subject: Gautier Historic Preservation Commission Appointment

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REQUEST:

The Gautier Historic Preservation Commission would like to request that the City Council consider their recommendation of Marquitta Buxton to fill a vacant position on the Historical Preservation Commission.

BACKGROUND:

Pursuant to the City of Gautier Historic Preservation Commission's Rules of Procedure Section III (E), a quorum of five (5) members is required to conduct official business. Due to commission positions being vacated and the passing of one of our members, the Historic Preservation Commission is seeking to fill vacant positions.

"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 5 members residing in the City of Gautier.

All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:

The Historic Preservation Commission has attempted over the past three years to recruit new members. In previous years, the Historic Preservation Commission consisted of nine members who met on a regularly scheduled quarterly basis. Due to regular resignations for health-related concerns, and the unfortunate passing of members, the determination was made to lower the number of members to five (5). The goal is to rebuild the membership of the Historic Preservation Commission, appointed by the City Council, to preserve the storied history of the City of Gautier.

RECOMMENDATION:

The Planning and Building Department staff recommend that City Council approve the appointment of Marquitta Buxton to the Historic Preservation Commission as proposed.

City Council may:

1) Approve the new appointment to the Historic Preservation Commission as presented; or
2) Disapprove the proposed appointment.

ATTACHMENT:

CITY OF GAUTIER

BOARD AND COMMISSION CANDIDATE PROFILE FORM

Contact Information

Name	Marquitta S. Buxton
Street Address	1907 Seacrest Drive
City, State, Zip code	Gautier, MS 39553
Home Phone/Cell Phone	(228) 627-0055
Work Phone	(228) 935-4589
E-Mail Address	marquitta.buxton@gmail.com
Place of Employment	Ingalls Shipbuilding

Background Information

Position Applying for : Historical Preservation Volunteer

Reason for interest in position: My passion and heart for Gautier

Prior involvement with the City: Several school outreach commitments and current Ward 3 Planning Commissioner

Commission/Board or Committee

Please mark a (x) next to the following commission, committee or board that you wish to participate in. You will be notified which commission, committee or board that you've been chosen to serve on.

___ Technical Review Committee

X Planning Commission

___ Historic Preservation Commission

___ Library Board

___ Municipal Election Commission

_x__ Other (please specify)

Previous Volunteer Experience

Former President of the GHS Alumni Association
Current Treasurer for Junior Auxiliary for Pascagoula Moss Point
Current President of GHS's Softball Booster Club

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed) Marquitta S. Buxton

Signature MSBuxton

Date May 12, 2026

Our Policy

It is the policy of the City of Gautier to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 05/12/2026
Subject: Gautier Historic Preservation Commission Appointment of Elizabeth "Beth" Sanders

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REQUEST:
The Gautier Historic Preservation Commission would like to request that the City Council consider their recommendation of Elizabeth "Beth" Sanders to fill a vacant position on the Historical Preservation Commission.

BACKGROUND:
Pursuant to the City of Gautier Historic Preservation Commission's Rules of Procedure Section III (E), a quorum of five (5) members is required to conduct official business. Due to commission positions being vacated and the passing of one of our members, the Historic Preservation Commission is seeking to fill vacant positions.
"The city is authorized to establish a preservation commission to preserve, promote, and develop the city's historical resources and to advise the city on the designation of historic districts, landmarks, and landmark sites and perform such other functions as may be provided by law. All members of the commission are appointed by the city and shall serve at the will and pleasure of the city and shall serve staggered terms. The commission shall consist of 5 members residing in the City of Gautier.
All members of the commission shall serve for terms of 3 years and shall be eligible for reappointment. All commission members shall have a demonstrated knowledge of or interest, competence, or expertise in historic preservation. To the extent available in the community, the city shall appoint professional members from the primary historic preservation-related disciplines such as urban planning, American studies, American civilization, cultural geography, cultural anthropology, interior design, law, and related fields."

DISCUSSION:
The Historic Preservation Commission has attempted over the past three years to recruit new members. In previous years, the Historic Preservation Commission consisted of nine members who met on a regularly scheduled quarterly basis. Due to regular resignations for health-related concerns, and the unfortunate passing of members, the determination was made to lower the number of members to five (5). The goal is to rebuild the membership of the Historic Preservation Commission, appointed by the City Council, to preserve the storied history of the City of Gautier.

RECOMMENDATION:
The Planning and Building Department staff recommend that City Council approve the appointment of Elizabeth "Beth" Sanders to the Historic Preservation Commission as proposed.
The City Council may:
1) Approve the new appointment to the Historic Preservation Commission as presented; or
2) Disapprove the proposed appointment.

ATTACHMENTS:
1. Volunteer application for Elizabeth Sanders

CITY OF GAUTIER

BOARD AND COMMISSION CANDIDATE PROFILE FORM

Contact Information

Name	Elizabeth Marie Sanders
Street Address	3005 Oak Street
City, State, Zip code	Gautier, MS 39553
Home Phone/Cell Phone	228-990-7084
Work Phone	Retired
E-Mail Address	Bethsanders26@gmail.com
Place of Employment	Retired

Background Information

Position Applying for Historic Preservation Commission :

Reason for interest in position:

Prior involvement with the City:

No official position however many interests and projects for mitigation to preserve Nature's Playground. Worked with the Insurance commission for Fordified Roofing Grants and advocated for this much needed program for the residents of Gautier. Currently handling the administration of the Gautier Historical Cemetery as my Uncle Leonard Fuller asked if I would help with it and was happy to help. I am very interested in helping the Historical Preservation Commission to obtain funding through Grants to preserve historical sites and promote the history of our beloved City of Gautier. I am a descendant of the original citizens of Gautier. The Fuller family. My maiden name is Elizabeth Marie Fuller.

Commission/Board or Committee

Please mark a (x) next to the following commission, committee or board that you wish to participate in. You will be notified which commission, committee or board that you've been chosen to serve on.

Technical Review Committee

Planning Commission

XHistoric Preservation Commission

Library Board

Municipal Election Commission

___ Other (please specify)

Previous Volunteer Experience

Summarize your previous volunteer experience.

Throughout the years I have volunteered numerous times for school projects in the City of Gautier. I have one daughter that was born and raised in Gautier and currently still a citizen of our city. Volunteered at all of her schools in various capacities along with Youth Soccer programs. Through my employment over the years I was able to donate matching funds to my daughters' schools for the Science Department.. Would love to serve the city in this requested capacity.

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am accepted as a volunteer, any false statements, omissions, or other misrepresentations made by me on this application may result in my immediate dismissal.

Name (printed)	Elizabeth Marie Sanders	
Signature	Electroinc Signature Elizabeth Marie Sanders	Date 5/12/26

Our Policy

It is the policy of the City of Gautier to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in volunteering with us.

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

ORDER NUMBER 107-2026

WHEREAS, ECA Bayou Village, LLC has agreed to grant the City of Gautier a perpetual, non-exclusive drainage easement across property located near Martin Bluff Road; and

WHEREAS, said easement is being granted in relation to the Martin Bluff Road project and will provide the City with the ability to address drainage and stormwater concerns associated with the project area in the future; and

WHEREAS, the easement provides the City with the right to access, operate, and maintain drainage improvements within the designated easement area, including ditches and other related stormwater infrastructure necessary for drainage purposes; and

WHEREAS, the Grants and Projects Department recommends approval and acceptance of the easement, as presented.

IT IS HEREBY ORDERED by the Mayor and City Council of the City of Gautier, Mississippi, that the drainage easement is hereby accepted 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 Jackson,** 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 May 19, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Sam King, Grants and Projects Director

Date: May 12, 2026

Subject: Approve the Easement Agreement between ECA Bayou Village, LLC, and the City of Gautier

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REQUEST:

The Grants and Projects Department requests that City Council approve the Easement Agreement between ECA Bayou Village, LLC and the City of Gautier.

BACKGROUND:

ECA Bayou Village, LLC has agreed to grant the City of Gautier a perpetual, non-exclusive drainage easement across property located near Martin Bluff Road. The easement is being granted in relation to the Martin Bluff Road project and will provide the City with the ability to address drainage and stormwater concerns associated with the project area in the future.

DISCUSSION:

The Easement Agreement provides the City with the right to access, operate, and maintain drainage improvements within the designated easement area, including ditches, and other related stormwater infrastructure necessary for drainage purposes. The agreement further provides perpetual access for maintenance and future drainage-related needs associated with the Martin Bluff Road project corridor.

RECOMMENDATION:

The Grants and Projects Department recommend approval of the Easement Agreement, as presented.

The City Council may:

1. Approve the Easement Agreement between ECA Bayou Village, LLC and the City of Gautier.
2. Not approve the Easement Agreement between ECA Bayou Village, LLC and the City of Gautier.

ATTACHMENT(S):

1. Easement Agreement

Document Prepared By & Return To:	Indexing Instructions:
Joshua W. Danos, Esq. BORDIS |DANOS |PIERCE 1215 Government Street Ocean Springs, MS 39564 P: 228.215.1367 F: 228.215.1358 JDanos@BDPGulfCoast.com	A parcel located in the NE ¼ SW ¼ of Section 24, Township 7 South, Range 7 West, Jackson County, Mississippi
Grantors' Names, Addresses & Telephone Nos.	Grantee's Name, Address & Telephone No.
ECA Bayou Village LLC, a Mississippi limited liability company 741 Merritt Capital Drive, Suite 104 Wake Forest, NC 257587	The City of Gautier 3330 US-90 Gautier, MS 39553 Phone: 228-497-8000

EASEMENT

WHEREAS, Grantor is the owner of that certain real property located in Jackson County, Mississippi, and more particularly described on Exhibit A (the "***Property***"); and

WHEREAS, Grantor desires to grant to Grantee the Easement over, across and under the Property as detailed below.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, **ECA BAYOU VILLAGE LLC, a Mississippi limited partnership,** ("***Grantor***"), does hereby grant, bargain, sell, transfer and convey unto **THE CITY OF GAUTIER**, a municipality of the State of Mississippi, ("***Grantee***"), its successors, assigns, agents, contractors, and invitees, a perpetual, non-exclusive easement and right-of-way over, across, and through the Property as described on ***Exhibit "B"*** attached hereto and incorporated herein by reference (the "***Easement Area***"), all situated in Jackson County, Mississippi, solely for the following purposes:

(a) Operate and maintain the Easement Area, including but not limited to ditches, swales, and related appurtenances, as may be reasonably necessary for the drainage of stormwater or surface water;

(b) Enter upon the Easement Area at reasonable times for the purposes of inspection and maintenance of the Easement Area; and

(c) Clear vegetation, grade the land, and perform other activities within the Easement Area as reasonably required to ensure the proper functioning of the drainage area.

The easement granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. All activities undertaken by or on behalf of the Grantee pursuant to this Easement shall be at the sole risk and expense of Grantee. Grantee shall comply with all applicable laws in connection with its use of this Easement, including, federal, state, and local environmental, endangered species, and wetlands laws. Grantee shall not take any action on the Easement Area that impacts the foundation of any adjacent improvements or results in the erosion of lands outside of the Easement Area.

This instrument was prepared without the benefit of a title search. The preparer of this instrument does not certify the validity of title, nor the correctness of the description contained herein.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the dates of the acknowledgments of their respective signatures below to be effective as of the _____ day of _____ 2026.

ECA BAYOU VILLAGE, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY

BY: Henry Loyd Fornes, III, Authorized Signatory

BY: _____

STATE OF North Carolina
COUNTY OF Wake

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of May 2026, within my jurisdiction, the within named HENRY LOYD FORNES, III, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires on:
March 8th 2028

_____
NOTARY PUBLIC

(SEAL)

DENISE C ROGERS
Notary Public - North Carolina
Johnston County
My Commission Expires Mar 8, 2028

EXHIBIT A
TO
EASEMENT
(Description of the Property)

LEGAL DESCRIPTION:

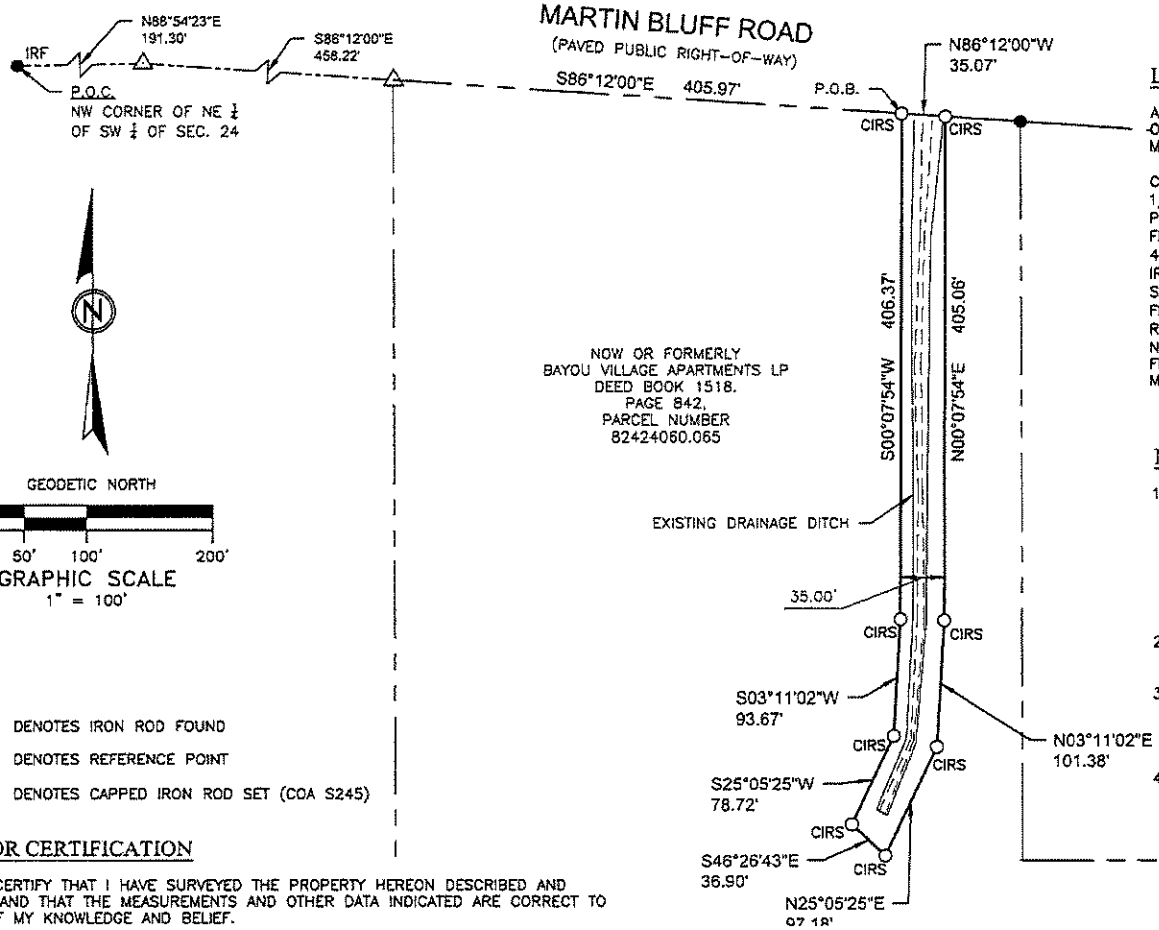
That certain tract, piece or parcel of property located and situated in part of the Northeast Quarter of the Southwest Quarter and part of the Northwest Quarter of the Southeast Quarter, Section 24, Township 7 South, Range 7 West, Jackson County, Mississippi, being more particularly described as follows, to-wit:

Commence at the Northwest corner of the Northeast Quarter of the Southwest Quarter, Section 24, Township 7 South, Range 7 West, Jackson County, Mississippi; thence South 89 degrees 34 minutes East along the South right-of-way of Martin Bluff Road 192.16 feet; thence South 86 degrees 12 minutes East along said right-of-way 458.22 feet to a point in the South right-of-way line of Martin Bluff Road, said point being the POINT OF BEGINNING of the property herein described. From said Point of Beginning thence South 00 degrees 12 minutes East 710.0 feet; thence South 40 degrees 19 minutes East 758.60 feet; thence South 64 degrees 14 minutes East 56.14 feet; thence South 89 degrees 34 minutes East 635.28 feet; thence North 00 degrees 12 minutes West 487.92 feet; thence South 89 degrees 49 minutes West 308.42 feet; thence North 00 degrees 11 minutes East 194.82 feet; thence South 89 degrees 49 minutes West 67.32 feet; thence North 00 degrees 12 minutes West 8.97 feet; thence South 89 degrees 48 minutes West 300.43 feet; thence North 00 degrees 12 minutes West 594.94 feet to a point in the South right-of-way line of Martin Bluff Road; thence North 86 degrees 12 minutes West 500.87 feet along said right-of-way line to the Point of Beginning.

ALSO DESCRIBED ON SURVEY AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NE 1/4 OF SW 1/4, SECTION 24, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI; THENCE SOUTH 89 DEGREES 34 MINUTES EAST 192.16 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES EAST 458.22 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF MARTIN BLUFF PUBLIC ROAD, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND; THENCE SOUTH 86 DEGREES 12 MINUTES 00 SECONDS EAST 490.0 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 595.70 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 00 SECONDS EAST 310.83 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 8.70 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS EAST 67.55 FEET; THENCE SOUTH 00 DEGREES 11 MINUTES 00 SECONDS WEST 194.82 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 51 SECONDS EAST 308.66 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 00 SECONDS EAST 487.92 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 00 SECONDS WEST 635.28 FEET; THENCE NORTH 64 DEGREES 14 MINUTES 00 SECONDS WEST 56.14 FEET; THENCE NORTH 40 DEGREES 17 MINUTES 39 SECONDS WEST 758.99 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS WEST 710.00 FEET TO THE POINT OF BEGINNING: BEING A PART OF THE NE 1/4 OF SW 1/4 AND A PART OF THE NW 1/4 OF SE 1/4 SECTION 24, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI AND CONTAINING 20.40 ACRES, MORE OR LESS.

EXHIBIT B
TO
EASEMENT
(Legal Description of Easement Area)



LEGEND

● IRF	DENOTES IRON ROD FOUND
△	DENOTES REFERENCE POINT
○ CIRS	DENOTES CAPPED IRON ROD SET (COA S245)

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GREGORIE C. THOMPSON
LICENSED PROFESSIONAL
SURVEYOR
PS-26008
STATE OF MISSISSIPPI

GREGORIE COLE THOMPSON, P.S. #26008
NOVEMBER 18, 2025

LEGAL DESCRIPTION: DRAINAGE EASEMENT

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24; THENCE N 88°54'23" E 191.30 FEET TO A POINT; THENCE S 86°12'00" E 458.22 FEET TO A POINT; THENCE S 86°12'00" E 405.97 FEET TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING; THENCE S 00°07'54" W 406.37 FEET TO A 1/2" IRON ROD SET; THENCE S 03°11'02" W 93.67 FEET TO A 1/2" IRON ROD SET; THENCE S 25°05'25" W 78.72 FEET TO A 1/2" IRON ROD SET; THENCE S 46°26'43" E 36.90 FEET TO A 1/2" IRON ROD SET; THENCE N 25°05'25" E 97.18 FEET TO A 1/2" IRON ROD SET; THENCE N 25°05'25" E 97.18 FEET TO A 1/2" IRON ROD SET; THENCE N 03°11'02" E 101.38 FEET TO A 1/2" IRON ROD SET; THENCE N 00°07'54" E 405.06 FEET TO A 1/2" IRON ROD SET; THENCE N 86°12'00" W 35.07 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 20,692± SQUARE FEET, MORE OR LESS.

NOTES

1. THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY THE CLIENT. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.

REFERENCE MATERIAL

1) JACKSON COUNTY GIS WEBSITE
2) DEED BOOK 1518 PAGE 842
3) DEED BOOK 2147 PAGE 898

BEARING NOTE

BEARINGS SHOWN ON THE FACE OF THIS SURVEY ARE GEODETIC BEARINGS BASED UPON GPS OBSERVATION USING EARL DUDLEY VRS RTK INET GPS NETWORK.

PROPOSED DRAINAGE EASEMENT

MP SURVEY & GEOMATICS
MP DESIGN GROUP
918 Howard Ave Suite F Biloxi MS 39530 | 228.388.1950 | www.mpdesigngroup.us

1919 MARTIN BLUFF ROAD, CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI

PROJECT NO: 0823.25.004	DATE: 11/18/2025	DRAWN BY: AAL	SHEET 1 OF 1

CITY OF GAUTIER, MISSISSIPPI

BY:_____

Carlos Moulds, MA, MBA
City Manager of Gautier, Mississippi
3330 HWY 90
Gautier, Mississippi 39553

STATE OF MISSISSIPPI
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____ 2026, within my jurisdiction, the within named CARLOS MOULDS, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacities, and that by his signature on the instrument, and as the act and deed of the entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

My commission expires on:

_____ _____

NOTARY PUBLIC

(SEAL)

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

RESOLUTION NUMBER 230-2026

WHEREAS, College Park Elementary has requested the use of a pavilion and the splash pad for student activities on the following dates and times:

- Thursday, May 21, 2026, from 12:30 p.m. until 2:00 p.m.;
- Tuesday, May 26, 2026, from 12:30 p.m. until 2:00 p.m.; and
- Monday, June 1, 2026, from 12:30 p.m. until 2:00 p.m.; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, find that activities such as these promote community engagement and provide recreational opportunities for local students; and

WHEREAS, the Mayor and Members of the Council hereby find that allowing use of these facilities assists the voluntary character development and public service programs of the school district.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by College Park Elementary to use a pavilion and the splash pad on the dates and times listed above is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Fuller,** seconded by **Councilman Jackson,** 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 May 19, 2026.

Councilwoman Jamison made the motion to adjourn until June 2, 2026, at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Authorization to enter a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA funding**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000**

Summary Explanation: Authorization to enter a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) funding for the Singing River Mall Property Stormwater Infrastructure project.

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 Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) funding for the Singing River Mall Property Stormwater Infrastructure Project; and

WHEREAS, the City of Gautier has been awarded GOMESA funding in the amount of $2,941,675 for the Singing River Mall Property Stormwater Infrastructure Project; and

WHEREAS, this project includes the replacement of approximately three (3) miles of stormwater infrastructure consisting of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall property site; and

WHEREAS, the project will also include installation of cast-in-place concrete infrastructure with filter media designed to remove trash and pollutants from the stormwater system prior to discharge into the Mississippi Sound, as well as replacement of asphalt and concrete curbing necessary to complete the underground drainage improvements; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with the Mississippi Department of Marine Resources for acceptance of GOMESA funding for the Singing River Mall Property Stormwater Infrastructure Project is in the best interests of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Memorandum of Understanding with the Mississippi Department of Marine Resources for acceptance of Gulf of Mexico Energy Security Act (GOMESA) funding for the Singing River Mall Property Stormwater Infrastructure Project in the amount of $2,941,675 is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants & Projects Director

Date: May 27, 2026

Subject: GOMESA Singing River Mall Property Stormwater Infrastructure Memorandum of Understanding with Mississippi Department of Marine Resources

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) funding for the Singing River Mall Property Stormwater Infrastructure project.

BACKGROUND:
The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

This project includes the replacement of approximately 3 miles of stormwater infrastructure made up of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall site. The stormwater system will include cast-in-place concrete infrastructure built with filter media to remove trash and pollutants from the stormwater system before being discharged into the Mississippi Sound. To replace the underground drainage system, the asphalt and concrete curbing must also be replaced once the new infrastructure is in place.

DISCUSSION:
The City was awarded $2,941,675 in GOMESA funding for the Singing River Mall Property Stormwater Infrastructure project. This project will remove harmful pollutants and trash from entering storm water discharge pipes and would directly improve coastal water quality, protect natural resources and mitigate damage to fish, wildlife, and natural resources.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept Gulf of Mexico Energy Security Act (GOMESA) Funding for the Singing River Mall Property Stormwater Infrastructure project in the amount of $2,941,675.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Memorandum of Understanding as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):

1. Memorandum of Understanding

STATE OF MISSISSIPPI
Tate Reeves
Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
Joe Spraggins, Executive Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES
AND
CITY OF GAUTIER

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and the City of Gautier (hereinafter "COG") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to COG for Singing River Mall Property Stormwater Infrastructure ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of Two Million Nine Hundred Forty-One Thousand Six Hundred Seventy-Five Dollars and No Cents ($2,941,675.00). The COG will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

RECITALS

WHEREAS, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

WHEREAS, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

WHEREAS, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

WHEREAS, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

WHEREAS, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

WHEREAS, the project includes the replacement of approximately three miles of stormwater infrastructure made up of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall site in Gautier, MS. The proposed storm water system will include cast-in-place concrete infrastructure built with filter media to remove trash and pollutants from the storm water system before being discharged into the Mississippi Sound. To replace the underground drainage system, the asphalt and concrete curbing must also be replaced once the new infrastructure is in place; and,

WHEREAS, COG's goal will be to protect the wetland marsh and the vegetative species and wildlife critical to the local ecology from damage occurring due to the discharge of trash and pollutants into the Mississippi Sound, provide a collection point for storm water filters that will treat the surface runoff to remove harmful pollutants, and improve water quality from a watershed that directly impacts the Gulf of Mexico; and,

WHEREAS, the MDMR requests COG maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

WHEREAS, COG agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

WHEREAS, COG agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

WHEREAS, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to COG, on a reimbursement basis, for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND THE CITY OF GAUTIER, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. This MOU shall be effective from July 1, 2026 to June 30, 2031 for a total

of five (5) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

SECTION 3. MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to Two Million Nine Hundred Forty-One Thousand Six Hundred Seventy-Five Dollars and No Cents ($2,941,675.00) to COG, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

SECTION 4. COG shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. COG shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 5. COG agrees to use all funds received from MDMR as allocated from GOMESA funding **solely** for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, COG does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. COG understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

SECTION 6. COG agrees to comply with all applicable provisions of 2 C.F.R. § 200, *et seq.*, including § 200.501 which states that a non-Federal entity that expends One Million Dollars and No/100 ($1,000,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

SECTION 7. COG agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

SECTION 8. COG agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

SECTION 9. COG agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter

within thirty (30) days of each calendar quarter end. COG shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, russell.weatherly@dmr.ms.gov.

SECTION 10. COG agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

SECTION 11. COG shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 12. COG understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to COG in lieu of termination. If a Stop Work Order is issued, COG agrees to adhere to its terms.

SECTION 13. This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

SECTION 14. Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by COG. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

SECTION 15. Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by COG.

SECTION 16. Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.

SECTION 17. All notices or information required or permitted to be given pursuant to this MOU shall 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 COG:
City of Gautier
Attention: Carlos Moulds, City Manager
3330 US 90
Gautier, MS 39553
cmoulds@gautier-ms.us

For MDMR:
Mississippi Department of Marine
Resources Attention: Joe Spraggins,
Executive Director 1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: crystal.matta@dmr.ms.gov

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

By: _____

Joe Spraggins, Executive Director

Date: _____

CITY OF GAUTIER

By: _____

Casey Vaughan, Mayor

Date: _____

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202506261327

PROJECT SUMMARY

1. Title of Project

Singing River Mall Property Stormwater

2. Location of Project

Gautier, MS located at the site of the old Singing River Mall site at the northwest corner of the Hwy. 90 / Gautier Vancleave Road intersection

3. Requesting Organization:

City of Gautier

4. Requesting Agency Representative

a. Name: Kimberly Compton Saucier

b. Phone: 2284978000

d. Email: ksaucier@gautier-ms.us

c. Address: 3330 HWY 90

Gautier Mississippi

5. Funding Requested:

$2941675

6. Have any other State or Federal funding sources been identified for the project?

No

7. If yes, enter amount and source of additional funds:

$

Source of Additional Funds:

8. Total Project Funds

$2941675

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2026

Submission ID: #202506261327

9. Provide Brief Project Description/Overview:

This project includes the replacement of approximately 3 miles of stormwater infrastructure made up of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall site in Gautier, MS. The proposed storm water system will include cast-in-place concrete infrastructure built with filter media to remove trash and pollutants from the storm water system before being discharged into the Mississippi Sound. To replace the underground drainage system, the asphalt and concrete curbing must also be replaced once the new infrastructure is in place.

10. LIST Project Goals/Objectives:

The proposed environmental objectives to be incorporated within this project, as described above, are to enhance and support the following projects objectives:

• Protect the wetland marsh and the vegetative species and wildlife critical to the local ecology from damage occurring due to the discharge of trash and pollutants into the Mississippi Sound.

• Provide a collection point for storm water filters that will treat the surface runoff to remove harmful pollutants.

• Improve water quality from a watershed that directly impacts the Gulf of Mexico.

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Explain SPECIFICALLY and in detail how the project meets the required criteria. Check all that apply - At least one must be checked.

☒ (A) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses

Erosion control measures will be implemented during the construction phase to aid in coastal restoration, hurricane protection, and loss of coastal wetlands. The replacement of storm sewer structures throughout this development site will aid in hurricane protection and the installation of storm water treatment system will directly protect our coastal waters by removing pollutants and trash from the system discharge.

☒ (B) Mitigation of damage to fish, wildlife, or natural resources.

This project will remove harmful pollutants and trash from entering storm water discharge pipes and would therefore

directly improve our local water quality by keeping these pollutants out of the Mississippi Sound.

☐ **(C) Implementation of a federally-approved marine, coastal, or conservation management plan**

☐ **(D) Mitigation of the impact of Outer Continental Shelf activities through funding of onshore infrastructure projects.**

12. Project Timetable/Milestones:

Topographic Surveying: In Progress
Engineering Design and Permitting: 4 Months
Construction: 12 Months
Expected Project Completion: June 2027

13. Project Timing

Short-term (3 year or less)

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202506261327

APPLICATION SUMMARY QUESTIONNAIRE

14. Current status of architectural/engineering plans & specifications for this project (if applicable):

Group 1:

In Progress

Group 2:

Funds not budgeted

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

This project meets several goals and objectives of the Department of Marine Resources. The improvement of water quality, erosion control, and decreasing pollutant discharges into the Gulf of Mexico will enhance, protect, and conserve the marine interest for present and future generations.

16. Estimated number of years to completion:

2

17. Estimated Completion Date:

June 2027

18. Prioritize if your agency has submitted multiple projects:

1st

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202506261327

BUDGET

Category	Total
Salaries	
Travel	
Architecture & Engineering	482500
Legal	
Consulting	
Construction	2459175
Site Work	
Equipment	
Indirects	
Other	
Total	2941675

Attachments

1. gomesa-2025-attachments.pdf

☒ I hereby certify under penalty of perjury that all information contained in this application packet is true and correct. I have not knowingly or intentionally provided any false information. I understand that a false statement on this application may be grounds for rejection of my application or termination of the award. In addition, a false statement may be punishable under applicable state or federal laws, which may also result in a fine and/or imprisonment.

☒ I certify that the above referenced agency / entity has given me the authority to submit this application.

Name	Phone	Date
Kimberly Compton Saucier	2284978000	06/26/2025

Attachment C

ENHANCE ★ PROTECT ★ CONSERVE

GOMESA Phase II Funding
Project Selection Form

Applicant: Kimberly Compton Saucier
First Name *Last Name*

Business/Agency: City of Gautier

Address: 3330 HWY 90 - Gautier, MS

Phone: 2284978000 Email: ksaucier@gautier-ms.us

Project Name: Singing River Mall Property Stormwater

Anticipated Budget: 2941675.00 Anticipated Timeline: 7/1/2026 to 6/30/2029

Projects must meet at least <u>one</u> of the GOMESA criteria listed below. Please check all that apply. Additional justification may be requested.

Column A

- ☑ Coastal protection of natural resources
- ☑ Mitigation of natural or marine resources
- ☐ Conservation management
- ☐ Onshore infrastructure projects resulting from coastal damage

Column B

- ☐ Coastal restoration and resiliency efforts
- ☐ Ecological restoration

PROPOSED PROJECT NARRATIVE

This project includes the replacement of approximately 3 miles of storm water infrastructure made up of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall site in Gautier, MS. The proposed storm water system will include cast-in-place concrete infrastructure built with filter media to remove trash and pollutants from the storm water system before being discharged into the Mississippi Sound. To replace the underground drainage system, the asphalt and concrete curbing must also be replaced once the new infrastructure is in place.

REQUIRED SIGNATURES

GOMESA Committee:

	Signature	Title	Date
MDMR Committee Representative	Joe [illegible] (Apr 13, 2026 12:33:08 CDT)	Executive Director	April 13, 2026
MDA Committee Representative			
MDEQ Committee Representative	Chris Wells (Apr 13, 2026 13:23:20 CDT)	Executive Director	April 13, 2026

Signature: Bill Cork (Apr 13, 2026 13:15:01 CDT)

Email: bcork@mississippi.org

Signature: Chris Wells (Apr 13, 2026 13:23:20 CDT)

Email: cwells@mdeq.ms.gov

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Approval of Contracts for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaste Response Services and Supplies**
Introduced by:	
Contact Person/Telephone	**Sam King 497-8000 Ext. 315**

Summary Explanation: Approval for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaster Response Services and Supplies

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 City Council authorization to approve contracts for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaster Response Services and Supplies; and

WHEREAS, the City of Gautier sought qualified firms through a Request for Proposals process to support the City's disaster recovery operations related to disasters of every kind and nature, including debris removal, debris monitoring, and disaster response services and supplies; and

WHEREAS, at the May 5, 2026 Council Meeting, the Disaster Debris Monitoring, Disaster Debris Removal, and Disaster Response Services and Supplies proposals were acknowledged and approved for contract negotiations; and

WHEREAS, Staff now seeks approval of the final negotiated contracts; and

WHEREAS, the proposed pre-event contracts will establish no immediate or annual cost to the City for debris removal, monitoring, or response services and supplies. In the event of a disaster and as directed by the City, the contracts will be activated through a City-issued task order or request in order to eliminate immediate threats to public health and safety; and

WHEREAS, the Grants and Projects Department recommends approving the Disaster Debris Removal Services contract with Ceres Environmental, the Disaster Debris Monitoring Services contract with Thompson Consulting, and the Disaster Response Services and Supplies contract with SLSCO LTD; and

WHEREAS, the Mayor and Council Members hereby find that approval of the attached disaster recovery operation contracts is in the best interests of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the following contracts are hereby approved and awarded:

1. Disaster Debris Removal Services Contract to Ceres Environmental;
2. Disaster Debris Monitoring Services Contract to Thompson Consulting; and
3. Disaster Response Services and Supplies Contract to SLSCO LTD.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

CITY OF GAUTIER
MEMORANDUM

To: Carlos Moulds, City Manager

From: Samuel King, Grants and Projects Director

Date: May 26, 2026

Subject: Approval of Contracts for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaster Response Services and Supplies.

REQUEST:

The Grants and Projects Department requests that City Council approve the City's disaster and recovery operation contracts with Ceres Environmental for Disaster Debris Removal Services; Thompson Consulting for Disaster Debris Monitoring, and SLSCO LTD for Disaster Response Services and Supply.

BACKGROUND:

The City sought out qualified firms through a request of proposals to support the city's disaster recovery operations of related disasters of every kind and nature from debris removal, monitoring, and response services and supplies.

The pre-event contracts will establish no immediate or annual cost to the City for debris removal, monitoring, or response services and supplies. In the event of a disaster and as directed by the City, the proposed contracts will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

DISCUSSION:

At the May 5, 2026 Council Meeting, the Disaster Debris Monitoring, Disaster Debris Removal, and Disaster Response and Services RFP proposals were previously acknowledged and approved to negotiate the contracts. Staff now seeks approval of the final contracts to support the city's disaster recovery operations.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the City's disaster and recovery operations contracts to Ceres Environmental for Disaster Debris Removal Services; Thompson Consulting for Disaster Debris Monitoring, and SLSCO LTD for Disaster Response Services and Supply.

The City Council may:

1. Authorize approval all of three contracts for execution as presented; or
2. Not authorize approval of all three contracts, as presented

ATTACHMENT(S):

1. Disaster Debris Removal Contract
2. Disaster Debris Monitoring Contract
3. Disaster Response Services and Supplies Contract

ATTACHMENT 1

THE CITY OF GAUTIER
DISASTER DEBRIS REMOVAL SERVICES

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS REMOVAL SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BY AND BETWEEN THE CITY OF GAUTIER AND CERES ENVIRONMENTAL SERVICES, INC.

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 Ceres Environmental Services, Inc. hereinafter referred to as Ceres Environmental Services, Inc. and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the Owner.

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

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

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

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

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

1) **Removal of Vegetative Debris:**
   As directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the Owner's direction. The Contractor shall provide an inspection tower.

This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping and disposal fees, etc. Payment under this pay item shall be based on a per cubic yard quantity.

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

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

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

5) Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:

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

6) Remove, Haul, and Dispose of C&D Debris:

As identified by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the Owner, shall be included in this pay item. Contractor shall deliver C&D Debris to final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

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

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

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

7) Removal of Hazardous Hanging Limbs:

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

8) Removal of Hazardous Leaning Trees:

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

9) Removal of Hazardous Stumps:

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

10) Regulated Asbestos Containing Material (RACM):

In addition to debris removal from public/private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and

disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The Contractor shall be responsible for all tipping and disposal fees.

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

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

11) White Goods:

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be

decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. Payment under this item will be per each white good.

12) Electronics Waste:

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

13) Concrete and Masonry:

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

14) Household Hazardous Waste:

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

15) Lawnmowers and Equipment with Small Engines:

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

16) Abandoned Tires:

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in

concentrated loads. All tipping and disposal fees shall be the responsibility of the Contractor. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. Payment under this item will be per each tire.

17) Drainage-way Debris:

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

18) Marine Debris:

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

19) Abandoned Vehicles and Vessels:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

xxii. Abandoned Vessels- 10 to 26 Feet: 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.** Ceres Environmental Services, Inc. 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 June 1, 2026, and shall end no later than 11:59 p.m. on *December 31, 2028*. 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 Ceres Environmental Services, Inc. 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). Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc., the City of Gautier shall pay Ceres Environmental Services, Inc. services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in Ceres Environmental Services, Inc. rate table, Addendum B on pages 71-75. This amount shall cover all expenses incurred by Ceres Environmental Services, Inc. in performing the scope of work included in the contract in Addendum A.

B. Ceres Environmental Services, Inc. shall invoice the City monthly. The final invoice shall be submitted only after the final product has been accepted by the City.

C. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(see page 77)*.

2. Technical Specialist- *(see page 77)*, and;

3. Administrative Support – *(see page 77)*.

VI. **Personnel.** Ceres Environmental Services, Inc. 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**. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. or by anyone directly employed by or contracting with Ceres Environmental Services, Inc.

Ceres Environmental Services, Inc. shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. or by anyone directly or indirectly employed by Ceres Environmental Services, Inc.

Ceres Environmental Services, Inc. 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.

Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. shall comply with applicable Federal, State, and local laws and regulations.

B. **Ability to Contract.** Ceres Environmental Services, Inc. warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. Ceres Environmental Services, Inc. agrees to conform to existing policies, rules, and regulations of the City. Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.

D. **Representation Regarding Contingent Fees.** Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.'s proposal.

E. **Representation Regarding Gratuities.** Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. agrees during the term of the agreement that Ceres Environmental Services, Inc. will strictly adhere to this policy in its employment practices and provision of services

H. **Compliance with Federal Law, Regulations, and Executive Orders.** Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Ceres Environmental Services, Inc.'s actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to Ceres Environmental Services, Inc. at any time, and without notice to any surety, require Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc., 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, Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.'s cost properly allocable to, the performance of any part of this contract; and

b. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. understands and agrees that the City is exempt from the payment of taxes. All payments shall be in United States currency.

L. **E-Verification.** Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. understands and agrees that any breach of these warranties may subject Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. for professional services:

A. **Anti-Assignment/Subcontracting.** Ceres Environmental Services, Inc. acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon Ceres Environmental Services, Inc.'s special skills and expertise. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. defaults in any obligations under this agreement, Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to Ceres Environmental Services, Inc.

D. **Authority to Contract.** Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. If the City reasonably rejects staff or subcontractors, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.'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 Ceres Environmental Services, Inc. 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) Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. that the scope of the project or of Ceres Environmental Services, Inc.'s services has been changed, requiring changes to the amount of compensation to Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. If Ceres Environmental Services, Inc. believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Ceres Environmental Services, Inc., Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. has designated in writing as proprietary and confidential; and,

2. All data and information which Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. or its subcontractor shall rest with Ceres Environmental Services, Inc. Disclosure of any confidential information by Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. may be allowed to control the defense of any such claim, suit, etc. In the event Ceres Environmental Services, Inc. defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc., 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 Ceres Environmental Services, Inc. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or Ceres Environmental Services, Inc. hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and Ceres Environmental Services, Inc. Ceres Environmental Services, Inc.'s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to Ceres Environmental Services, Inc. any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to Ceres Environmental Services, Inc. Further, the City of Gautier shall not provide to Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. for harm caused by the intentional or reckless conduct of Ceres Environmental Services, Inc. or for damages incurred through the negligent performance of duties by Ceres Environmental Services, Inc. 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: Tia Laurie, Corporate Secretary
Ceres Environmental
974 Bayou Dularge Road
Houma, LA 34240
(800) 218-4424
contact@ceresenv.com

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 Ceres Environmental Services, Inc.

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 Ceres Environmental Services, Inc.

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 Ceres Environmental Services, Inc.'s internal administrative and quality assurance files and internal project correspondence. Ceres Environmental Services, Inc. shall deliver such documents and work papers to the City upon termination or completion of the agreement. The foregoing notwithstanding, Ceres Environmental Services, Inc. shall be entitled to retain a set of such

work papers for its files. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. dated April 16, 2026, (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 Ceres Environmental Services, Inc. is given reasonable advance written notice and such inspection is made during normal business hours of Ceres Environmental Services, Inc., 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. to the City, the same amount may be deducted from any sum due to Ceres Environmental Services, Inc. under the contract or under any other contract between Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.

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.** Ceres Environmental Services, Inc. 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. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. specifying the part of the contract terminated and when termination becomes effective.

2. Contractor's Obligations. Ceres Environmental Services, Inc. shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Ceres Environmental Services, Inc. will stop work to the extent specified. Ceres Environmental Services, Inc. shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Ceres Environmental Services, Inc. shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct Ceres Environmental Services, Inc. to assign Ceres Environmental Services, Inc.'s right, title, and interest under terminated orders or subcontracts to the City. Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.'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. Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Ceres Environmental Services, Inc. to make progress in the prosecution of the work hereunder which endangers such performance) if Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. to meet the contract requirements. Upon request of Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.'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 Ceres Environmental Services, Inc.'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 Ceres Environmental Services, Inc. if Ceres Environmental Services, Inc. should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Ceres Environmental Services, Inc. of an assignment for the benefit of its creditors. In the event of such termination, Ceres Environmental Services, Inc. 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.** Ceres Environmental Services, Inc. shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc. 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, Ceres Environmental Services, Inc. shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event Ceres Environmental Services, Inc. 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 Ceres Environmental Services, Inc.

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
Tia Laurie, Corporate Secretary Ceres Environmental	Date

Addendum A

CITY OF GAUTIER

REQUEST FOR PROPOSAL
DISASTER DEBRIS REMOVAL SERVICES

II. 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 Ceres Environmental Services, Inc. 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.

III. General Requirements

A. Background:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12) 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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.

18) 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.

19) 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.

20) 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, RVs, 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.

21) SPECIAL CONDITIONS - SCOPE OF WORK

vi. 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:

b. 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.

c. 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

2. RFP Checklist and Required Forms
3. Cover Letter
4. Qualifications and Experience
5. Proposed Strategy and Technical Approach
6. Auditing History
7. Proposed Pricing
8. References
9. 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 Ceres Environmental Services, Inc. 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. 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.

Addendum B

CONTRACTOR'S PRICE PROPOSAL FORM *ATTACHMENT A*

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

Date April 16, 2026

Proposal of Ceres Environmental Services, Inc. (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:
Q&A released on April 14th

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	Nine dollars and ninety-eight cents	$ 9.98
2.0	**Site Management and Reduction of Vegetative Debris by Grinding**	Cubic Yard	Five dollars and fifty-eight cents	$ 5.58
3.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding**	Cubic Yard	Four dollars and fifty-eight cents	$ 4.58
4.0	**Site Management and Reduction of Vegetative Debris by Burning**	Cubic Yard	Three dollars and ninety-eight cents	$ 3.98
5.0	**Load, Haul, and Dispose of Vegetative Debris Reduced by Burning**	Cubic Yard	Four dollars and fifty-eight cents	$ 4.58
6.0	**Remove, Haul, and Dispose of Eligible C&D Debris to an Approved Disposal Site**	Cubic Yard	Eight dollars and ninety-eight cents	$ 8.98
7.0	**Removal of Hazardous Hanging Limbs and placement on public property or ROW**	Per Tree	One hundred fifteen dollars and zero cents	$ 115.00
8.1	**Removal of Hazardous Leaning Trees Over 6 and up to 12 Inches and placement on public property or ROW**	Per Tree	Twenty dollars and zero cents	$ 20.00
8.2	**Removal of Hazardous Leaning Trees Over 12 and up to 24 Inches and placement on public property or ROW**	Per Tree	Eighty-five dollars and zero cents	$ 85.00
8.3	**Removal of Hazardous Leaning Trees Over 24 and up to 36 Inches and placement on public property or ROW**	Per Tree	One hundred fifty dollars and zero cents	$ 150.00
8.4	**Removal of Hazardous Leaning Trees Over 36 Inches and placement on public property or ROW**	Per Tree	Two hundred fifty dollars and zero cents	$ 250.00

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	One hundred seventy-five dollars and zero cents	$ 175.00
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	Two hundred seventy dollars and zero cents	$ 270.00
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	Three hundred sixty dollars and zero cents	$ 360.00
10.0	**Removal, Hauling and Disposal of Regulated Asbestos Containing Material (RACM)**	Cubic Yard	Thirty-four dollars and zero cents	$ 34.00
11.0	**Removal, Hauling and Recycling or Disposal of White Goods**	Per Each	Sixty-five dollars and zero cents	$ 65.00
12.0	**Removal, Hauling and Recycling or Disposal of Electronics Waste**	Cubic Yard	Fifty dollars and zero cents	$ 50.00
13.0	**Removal, Hauling and Recycling or Disposal of Concrete and Masonry**	Cubic Yard	Nineteen dollars and ninety-eight cents	$ 19.98
14.0	**Removal, Hauling and Disposal of Household Hazardous Waste (HHW)**	Per Pound	Four dollars and ninety-eight cents	$ 4.98
15.0	**Removal, Hauling and Recycling or Disposal of Lawnmowers and Equipment with Small Engines**	Per Each	Twenty-five dollars and zero cents	$ 25.00
16.0	**Removal, Hauling and Recycling or Disposal of Abandoned Tires**	Per Each	Twenty-two dollars and zero cents	$ 22.00

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	Twenty-nine dollars and ninety-eight cents	$ 29.98
18.0	Marine Debris – Removal, Hauling, and Recycling or Disposal Submerged Debris from Waterways, Bays, Canals and Oceans	Cubic Yard	Ninety-nine dollars and zero cents	$ 99.00
19.1	Removal of Abandoned Vehicles (Cars, Trucks, Vans)	Per Each	One hundred dollars and zero cents	$ 100.00
19.2	Removal of Abandoned Campers, RV's, and Shipping Containers	Per Each	Four hundred forty-five dollars and zero cents	$ 445.00
19.3	Removal of Abandoned Buses and Tractor Trailers	Per Each	Six hundred ninety-eight dollars and zero cents	$ 698.00
19.4	Removal of Abandoned Utility and Boat Trailers	Per Each	Two hundred twenty-five dollars and zero cents	$ 225.00
19.5	Removal of Abandoned Vessels – 10 to 26 Feet	Per Linear Foot	Fifty-nine dollars and zero cents	$ 59.00
19.6	Removal of Abandoned Vessels – 27 to 40 Feet	Per Linear Foot	Sixty-nine dollars and zero cents	$ 69.00
19.7	Removal of Abandoned Vessels – Over 40 Feet	Per Linear Foot	Eighty-nine dollars and zero cents	$ 89.00

Signature _____ By Tia Laurie

Title Corporate Secretary Date April 16, 2026

Respectfully Submitted:

Ceres Environmental Services, Inc.	Tia Laurie
Business	Name (please print)
974 Bayou Dularge Road, Houma, Louisiana 70363	
Address	Signature
Houma, Louisiana 70363	contact@ceresenv.com
City, State, Zip Code	E-mail
(800) 218-4424	(866) 228-5636
Office Phone	Fax Number

Personnel available for this project

Personnel	Title	Personnel	Title
McIntyre, David	Founder and CEO	Deville, Patricia	Superintendent
Preus, David	President	Dorsey, Chad	Superintendent, Planning Chief
Ulschmid, John	Senior Vice President	Fazio Domenick	Superintendent
Smith, Michael	Project Manager/Assistant Director Disaster Recovery Division	Galicchio, John	Superintendent
Sudbury, Kevin	Project Manager/Assistant Director Disaster Recovery Division	Morales, Ricky	Operations Manager
Smith, Robert	Director of Disaster Recovery Operations	Randall, Mike	Project Manager/ Superintendent
Good, Rick	Project Manager	Harrell, Bobby	EHS Manager
Hubert Russell (Bo) Ansley	FEMA Reimbursement Specialist	Martin Rodriguez Sr	Corporate Safety Manager
Laurie, Tia	Contract/Subcontract Manager, Corporate Secretary	Smith, Linda	Director of Accounting Operations
Arroyo, Omar	EHS Manager	Selenak, Dan	Grinding Operations Manager
Bassil, Demetri	Equipment Director	Jay Martin Zulinke	Project Superintendent
Bond, Everett	Project Superintendent	Hardy, Randy	Quality Control Manager
Whitten, Brent	Project Manager	Clay, Alonzo	Project Superintendent
Deville, Huey	Project Manager, QC Manager	Gonzales, Millie	Finance Chief

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 Ceres Environmental Services, Inc. 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.

Tia Laurie, Corporate Secretary
Print Authorized Name and Title:

Tia Laurie
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 Tia Laurie (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is _____ (TITLE) of Corporate Secretary (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 16th day of April 2026

Affiant Signature
Corporate Secretary
Title

STATE OF FLORIDA

CITY OF SARASOTA

Subscribed and sworn to before me this 16th day of April, 20 26, 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: _____

My commission expires: 9/20/2027

[NOTARY SEAL]

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

AFFIDAVIT OF SOLVENCY FORM ***ATTACHMENT D***

TO: **THE CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES

PERTAINING TO THE SOLVENCY OF Ceres Environmental Services, Inc. (COMPANY/FIRM), being duly sworn I, Tia Laurie (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 16th day of April 20 26 .

Affiant Signature
Corporate Secretary
Title

STATE OF FLORIDA

CITY OF SARASOTA

Subscribed and sworn to before me this 16th day of April, 20 26, 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: _____

My commission expires: 9/20/2027

[NOTARY SEAL]

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

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:

[X] 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: Tia Laurie

Print Title of Authorized Respondent: Corporate Secretary

Signature of Authorized Respondent: Tia Laurie

Date: April 16, 2026

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: Tia Laurie

Print Title of Authorized Respondent: Corporate Secretary

Signature of Authorized Respondent: Tia Laurie

Date: April 16, 2026

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 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 _____

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).

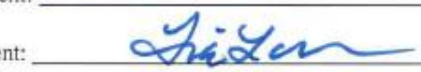
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(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: Tia Laurie

Print Title of Authorized Respondent: Corporate Secretary

Signature of Authorized Respondent: 

Date: April 16, 2026

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.
TL initial

Conflicts of Interest
The Respondent
[ ] is [x] is not
aware of any information bearing on the existence of any potential organizational conflict of interest.
TL initial

Representation Regarding Contingency Fees
The Responder
[ ] has [x] has not
retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.
TL 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.
TL 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.
TL 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.
TL initial

Proprietary Information
This response
[ ] does [x] 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 _____.
TL 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 Tia Laurie Date 4/17/2026

Name (Printed) Tia Laurie Title Corporate Secretary

ATTACHMENT
2

NON-EXCLUSIVE CONTRACT FOR DISASTER DEBRIS MONITORING SERVICES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND THOMPSON CONSULTING SERVICES, LLC

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 THOMPSON CONSULTING SERVICES, LLC hereinafter referred to as THOMPSON CONSULTING SERVICES, LLC and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.

C. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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.

Thompson Consulting Services, LLC will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

Thompson Consulting Services, LLC 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.

Thompson Consulting Services, LLC will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

Thompson Consulting Services, LLC will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

Thompson Consulting Services, LLC will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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.

Thompson Consulting Services, LLC 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.

Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Thompson Consulting Services, LLC will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Thompson Consulting Services, LLC should also document any City infrastructure damage caused by the event.

Thompson Consulting Services, LLC must be able to activate within 24 hours of notification to proceed by the City.

Thompson Consulting Services, LLC 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:**
   Thompson Consulting Services, LLC 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:**
   Thompson Consulting Services, LLC will perform on-site, street-level work area inspections of debris cleanup and collection. *Thompson Consulting Services, LLC* 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:

Thompson Consulting Services, LLC 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:
Thompson Consulting Services, LLC 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 *Thompson Consulting Services, LLC*.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) Clerical:
Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC 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 June 1, 2026 and shall end no later than 11:59 p.m. on December 31, 2028. 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 Thompson

Consulting Services, LLC 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). Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC, the City of Gautier shall pay Thompson Consulting Services, LLC for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in Thompson Consulting Services, LLC's rate table, Addendum B on page 56. This amount shall cover all expenses incurred by Thompson Consulting Services, LLC in performing the scope of work included in the contract in Addendum A.

B. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(see page 56, Addendum B)*, and;

2. Operations Managers - *(see page 56, Addendum B)*, and;

3. Field Monitors Support – *(see page 56, Addendum B)*, and;

4. Fixed Site Monitors – *(see page 56, Addendum B)*, and;

5. Data Managers – *(see page 56, Addendum B)*, and;

6. Clerical Support – *(see page 56, Addendum B)*.

VI. **Personnel.** Thompson Consulting Services, LLC 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**. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC or by anyone directly employed by or contracting with Thompson Consulting Services, LLC.

Thompson Consulting Services, LLC shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC or by anyone directly or indirectly employed by Thompson Consulting Services, LLC.

Thompson Consulting Services, LLC 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.

Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC shall comply with applicable Federal, State and local laws and regulations.

B. **Ability to Contract.** Thompson Consulting Services, LLC warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. Thompson Consulting Services, LLC agrees to conform to existing policies, rules, and regulations of the City. Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC.

D. **Representation Regarding Contingent Fees.** Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC's proposal.

E. **Representation Regarding Gratuities.** *Thompson Consulting Services, LLC* 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.** Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC agrees during the term of the agreement that Thompson Consulting Services, LLC will strictly adhere to this policy in its employment practices and provision of services.

H. **Compliance with Federal Law, Regulations, and Executive Orders.** Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC acknowledges that 31 U.S.C. Chap. 38 (Administrative

Remedies for False Claims and Statements) applies to Thompson Consulting Services, LLC's actions pertaining to this contract.

J. **Stop Work Order.**

1. **Order to Stop Work.** The City may, by written order to Thompson Consulting Services, LLC at any time, and without notice to any surety, require Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC, 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, Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 's cost properly allocable to, the performance of any part of this contract; and

   b. Thompson Consulting Services, LLC asserts a claim for such an adjustment within 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 Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC understands and agrees that any breach of these warranties may subject Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC for professional services:

A. **Anti-Assignment/Subcontracting.** Thompson Consulting Services, LLC acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Thompson Consulting Services, LLC's special skills and expertise. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC defaults in any obligations under this agreement, Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to Thompson Consulting Services, LLC.

D. **Authority to Contract.** Thompson Consulting Services, LLC 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 Thompson Consulting

Services, LLC 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 Thompson Consulting Services, LLC If the City of Gautier reasonably rejects staff or subcontractors, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC'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 *Thompson Consulting Services, LLC* 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) *Thompson Consulting Services, LLC* 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 Thompson Consulting Services, LLC that the scope of the project or of Thompson Consulting Services, LLC's services has been changed, requiring changes to the amount of compensation to Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC. If Thompson Consulting Services, LLC believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Thompson Consulting Services, LLC, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC has designated in writing as proprietary and confidential; and,

2. All data and information which Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC or its subcontractor shall rest with Thompson Consulting Services, LLC. Disclosure of any confidential information by Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC may be allowed to control the defense of any such claim, suit, etc. In the event Thompson Consulting Services, LLC defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. Thompson Consulting Services, LLC 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. Thompson Consulting

Services, LLC 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.** Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC, 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 Thompson Consulting Services, LLC. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or Thompson Consulting Services, LLC hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and Thompson Consulting Services, LLC. Thompson Consulting Services, LLC's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to Thompson Consulting Services, LLC any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to Thompson Consulting Services, LLC. Further, the City of Gautier shall not provide to Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC for harm caused by the intentional or reckless conduct of Thompson Consulting Services, LLC or for damages

incurred through the negligent performance of duties by Thompson Consulting Services, LLC 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: Jon Hoyle
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland, FL 32751
407-792-0018 or 321-303-2543
jhoyle@thompsoncs.net

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 Thompson Consulting Services, LLC.

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 Thompson Consulting Services, LLC.

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 Thompson Consulting Services, LLC's internal administrative and quality assurance files and internal project correspondence. Thompson Consulting Services, LLC shall deliver such documents and work papers to the City of Gautier upon termination or completion of the agreement. The foregoing notwithstanding, Thompson Consulting Services, LLC shall be entitled to retain a set of such work papers for its files. Thompson Consulting Services, LLC 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 *Thompson Consulting Services, LLC* dated *April 14, 2026,* (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 Thompson Consulting Services, LLC is given reasonable advance written notice and such inspection is made during normal business hours of Thompson Consulting Services, LLC, 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC to the City of Gautier, the same amount may be deducted from any sum due to Thompson Consulting Services, LLC under the

contract or under any other contract between Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC.

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.** Thompson Consulting Services, LLC 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. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC specifying the part of the contract terminated and when the termination becomes effective.

2. **Contractor's Obligations.** Thompson Consulting Services, LLC shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, Thompson Consulting Services, LLC will stop work to the extent specified. Thompson Consulting Services, LLC shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Thompson Consulting Services, LLC shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct Thompson Consulting Services, LLC to assign Thompson Consulting Services, LLC's right, title, and interest under terminated orders or subcontracts to the City. Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate Thompson Consulting Services, LLC'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. Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Thompson Consulting Services, LLC to make progress in the prosecution of the work hereunder which endangers such performance) if Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC to meet the contract requirements. Upon request of Thompson Consulting Services, LLC , 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 Thompson Consulting Services, LLC'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 Thompson Consulting Services, LLC'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 Thompson Consulting Services, LLC, if Thompson Consulting Services, LLC should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary or upon the execution by Thompson Consulting Services, LLC of an assignment for the benefit of its creditors. In the event of such termination, Thompson Consulting Services, LLC 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.** Thompson Consulting Services, LLC shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC 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, Thompson Consulting Services, LLC shall, on being notified by the City of Gautier, immediately correct such deficient service or work. In the event Thompson Consulting Services, LLC 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 Thompson Consulting Services, LLC.

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, Gautier City Manager	Date
_____	_____
John Hoyle, President Thompson Consulting Services, LLC	Date

ADDENDUM A

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)

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 MONITORING SERVICES". For a copy of the RFP, documents can be viewed or downloaded from www.gautier-ms.gov.

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

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

G. RFP Response Packaging Instructions:

For sealed RFP Packages, to be considered, submit one (1) color original paper submittal, 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.

H. Evaluation of Responses:

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

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

2. **Capacity for Performance 20%** - Identify number and title of staff available to provide services. As evidence of ability, the City will consider previous records regarding performance.

3. **Qualifications 25%** - Information reflecting qualifications of key personnel to be assigned to provide services. Each respondent will be evaluated on the experience and education of the key personnel that will be assigned to the City's projects.

   Each firm and/or respondent will be evaluated on its ability to provide comprehensive disaster debris monitoring services in a timely manner. (*Items to be considered include number of qualified staff with expertise and knowledge of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program and all Federal, State and Local laws and regulations regarding Disaster Debris Monitoring operations. MBE (Minority Business Enterprise) / WBE (Women Business Enterprise) / DBE (Disadvantaged Business Enterprise) participation is encouraged).*

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

   The information submitted should, as a minimum, include:

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

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

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

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

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

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

I. Contract Award:

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

J. Contract Performance:

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

II. General Requirements

A. Background:

Gautier, Mississippi, seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for every kind and nature of disaster related debris from public right of ways within the unincorporated areas, from City property (and/or private property if approved by the State), and waterways. Private Property Right of Way Access or Right of Entry (ROE) may or may not be part of this monitoring service. However, if the City or State authorizes the ROE it may become part of the specific projects

The City will evaluate the Qualifications on what is in the best interest of the City and the nature of future events. The City seeks to identify qualified Respondents to oversee either City Task Force or Debris Removal Contractor(s). It shall be noted that any contract would be for payment of Disaster Debris Monitoring Services that is consistent with the FEMA Public Assistance Program and Policy Guide (PAPPG) FP-104-009-02 (current version). A Scope of Work (SOW) is provided for Respondents to review in detail. The SOW is detailed as to the terms of this Request for Proposal, and the Respondent should acknowledge each line item. Should a Respondent take exception to any line items in the SOW, it should be clearly stated within the response.

B. Scope of Work: - Specific tasks include, but are not limited to, the following: Respondents must provide a technical overview for Debris Monitoring as to how they will respond to this event. A Historic and Environmental Preservation overview is also required in the response.

The scope of services as described below shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded Debris Monitoring Service. The monitoring services Respondent shall be experienced and knowledgeable in handling and executing disaster debris removal and disposal monitoring in compliance and consistent with the policies and publications of MEMA and FEMA.

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

The Respondent will work with Project Manager by assisting in determining the amounts of debris prior to beginning services.

The Respondent will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost effectiveness, and to maximize FEMA Category A reimbursements.

The Respondent will measure and certify all equipment associated with either the City Task Force or approved Disaster Debris Removal contractor(s).

The Respondent will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

The Respondent will report any delays, issues or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

The Respondent will oversee all debris pick up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should the Respondent be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should the Respondent offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. Respondent will be required to state hourly pricing for flat rate without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate

with the load tickets. The Respondent will be responsible for providing any elevated structures and/or equipment needed in order to successfully document debris loads if the pre-disaster debris removal contract is not activated. If the pre-disaster debris removal contract is activated, it shall be the responsibility of debris removal contractor to provide any elevated structures and/or equipment needed to successfully document debris loads.

Respondents will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

Respondent will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, the Respondent must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

Respondent will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). Respondent should also document any City infrastructure damage caused by the event.

Respondent must be able to activate within 24 hours of notification to proceed by the City.

Respondent must certify that the company or any of its principals are not bared from performing any Federally Funded Projects including FEMA and the FHWA.

SCOPE OF POSITIONS

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration. Respondents may provide e-ticketing service however it is not mandatory for this request.

1) **Project Manager:**
   Respondent will provide a Project Manager to oversee debris monitoring activities.
   - **a.** Oversight and Supervision of Monitor field activities.
   - **b.** Scheduling of Monitoring resources and deployment timing.
   - **c.** Communication and coordination with City Personnel.
   - **d.** Make suggestions to improve the efficiency of collection and removal of debris.
   - **e.** Coordinate daily activities and future planning.
   - **f.** Remain in contact with Project Manager.

g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.

h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master log book of all hauling equipment used by the City and or the Removal Contractor(s).

i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.

j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

2) Field Debris Monitors and Roving/Operations Manager:

Respondent will perform on-site, street-level work area inspections of debris cleanup and collection. Respondent will provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are typically expected to oversee the following items:

a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.

b. Monitor collection activity of trucks.

c. Issue manifest load tickets at loading site for each load.

d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment

e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.

f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos, if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.

g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.

h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.

i. Properly monitor and record performance and productivity of debris removal crew.

j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.

k. Assist contractor to ensure that loads are contained properly before leaving the loading area.

l. Ensure only eligible debris is collected for loading and hauling.
m. Ensure only debris from approved public areas is loaded for removal.
n. Perform other duties from time to time as directed by the debris management project manager.
o. Provide photographs, GPS Coordinates, and other documentation as required.

3) Fixed Site Debris Monitors:

Respondent will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

a. Provide disposal site monitors and inspectors Personnel.
b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.
c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
d. Remain in contact with debris management/dispatch center or supervisor.
e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
g. Ensure trucks leaving the disposal area are empty.

4) Data Managers:

Respondent will provide Personnel to oversee electronic documentation including:

a. Excel Spreadsheets as to amounts of debris collected daily.
b. Maintenance and data transfer of e-ticketing system if applicable.
c. Data Retention and back up of Data Retention for a minimum of 5 years at the expense of the Respondent.
d. GPS devices and oversight of coordinating with FEMA on accuracy.
e. GIS coordination with the City, PDD, and/or state.

5) Clerical:

Respondent will provide Personnel to assist with data collection daily.

a. Enter daily data into either Excel Spreadsheets or e-ticketing system.
b. Verify Billing.
c. Audit billing vs. invoices.
d. Prepare cover documentation for services and create a filing system either electronic and or paper.
e. Respond to the general public regarding questions related to Debris Removal operations.

C. Billing

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

D. Deployment

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

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

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personal and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend Respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the City, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the respondent elects to sub-contract with any firm, for any portion of the work, the respondent shall be responsible for all work performed by any sub-contract and the respondent shall not be relieved of any obligations under this Contract.

Each respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each respondent must provide a list of Sub-Contractors, under heading IV. Request for Proposals Submittal Requirements, item C. RFP Components, Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If

subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.
If no sub-contractors are proposed, so state there on.

At any time, the City may, at its discretion, require any respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the respondent, at no cost to the City.

The City reserves the right to disqualify any respondent, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the respondent and accepted by the City, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The Contractor shall furnish proof of Insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor, or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000 if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and non-owner automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits &Fees:

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

C. Contract Agreement &Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a Disaster Debris Monitoring Services contract. The

initial contract term shall be for a period of two 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 RFPs 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, 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 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.

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 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, 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 *(Month, Date, Year),* 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.

Addendum B

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**			
Program Manager	Eric Harrison	Rogersville, MO	$ 72.00
Roving / Operations Manager	Connie Stewart	Gulfport, MS	$ 49.00
OPERATIONS			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **On-Site Monitor**			
Field Monitor	Thompson is committed to hiring qualified local Gautier residents to serve as field monitors		$ 30.50
Fixed Site Monitor	Thompson is committed to hiring qualified local Gautier residents to serve as field monitors		$ 30.50
ADMINISTRATIVE SUPPORT			
POSITION	**NAME**	**CITY/STATE**	**HOURLY RATE**
Example: **Administrative Assistant**			
Data Manager	Daniel Gardner	Maitland, FL	$ 60.00
Clerical	*Automated Debris Management System charge proposed as alternative delivery		$ 5.50

***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.*

*Automated Debris Management System (ADMS) proposed as alternative delivery to Clerical. Charge applies to positions that require the use of an ADMS handheld device and hip printer only.

**Thompson proposes to submit justification for price adjustment (increase or decrease) annually to account for changes in the industry including but not limited to labor/living wage increases. Price adjustments shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor. Any proposed adjustments will be provided to the City in writing for consideration, acceptance and approval.

All hourly rates provided shall be inclusive of all expenses incurred and submitted by:

Jon Hoyle, President
Print Authorized Name and Title:

4/14/2026
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 Thompson Consulting Services, LLC 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.

Jon Hoyle, President
Print Authorized Name and Title:

4/14/2026
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 Jon Hoyle (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is President (TITLE) of (COMPANY/FIRM), the Respondent submitting the attached proposal for the services covered by Thompson Consulting Services, LLC 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 14 day of April 2026

Affiant Signature

President
Title

STATE OF Florida

CITY OF Orange

Subscribed and sworn to before me this 14 day of April, 20 26, by Jon Hoyle who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

Notary Public:

My commission expires: 2/29/2028 [NOTARY SEAL]

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES

PERTAINING TO THE SOLVENCY OF Thompson Consulting Services, LLC (COMPANY/FIRM),

being duly sworn I, Jon Hoyle, President (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 14 day of April 2026.

Affiant Signature

President
Title

STATE OF Florida

CITY OF Orange

Subscribed and sworn to before me this 14 day of April, 20 26, by Jon Hoyle who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public:

My commission expires: 2/29/2028

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

[NOTARY SEAL]

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:

[X] 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: Jon Hoyle

Print Title of Authorized Respondent: President

Signature of Authorized Respondent: _____

Date: 4/14/2026

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: Jon Hoyle

Print Title of Authorized Respondent: President

Signature of Authorized Respondent:

Date: 4/14/2026

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Not Applicable

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:** Jon Hoyle **Title:** President **Telephone:** 407-792-0018 **Date:** 4/14/2026	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: Thompson Consulting Services, LLC
Page _____ **of** _____

Not applicable.

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: Jon Hoyle

Print Title of Authorized Respondent: President

Signature of Authorized Respondent:

Date: 4/14/2026

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 [X] 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 [X] 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 [X] 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 4/14/2026

Name (Printed) Jon Hoyle Title President

ATTACHMENT 3

NON-EXCLUSIVE CONTRACT FOR DISASTER RESPONSE SERVICES AND SUPPLIES TO SUPPORT DISASTER RECOVERY OPERATIONS MADE BYAND BETWEEN THE CITY OF GAUTIER AND SLSCO LTD.

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 SLSCO LTD., hereinafter referred to as SLSCO LTD. and generally as "CONTRACTOR".

II. **Scope of Services.** All services listed in this statement are to be performed by SLSCO LTD. unless otherwise noted.

A. Purpose: SLSCO LTD. 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. SLSCO LTD. 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. SLSCO LTD. 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. SLSCO LTD. shall perform the scope of services as described below and as described in the fee schedule (see Addendum A – Request for Proposal (RFP) pg. 25). 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
(1) 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.** SLSCO LTD. 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 *June 1, 2026,* and shall end no later than Close of Business *December 31, 2028.* 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 SLSCO LTD. at least sixty (60) days prior to the contract anniversary date for a period of two 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).

SLSCO LTD. 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. SLSCO LTD. 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 SLSCO LTD. City of Gautier shall pay the amount for services not to exceed the accepted rates as provided in SLSCO LTD rate table, Addendum B. This amount shall cover all expenses incurred by SLSCO LTD. in performing the scope of work included in the contract in Addendum A.

E. SLSCO LTD. 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. SLSCO LTD. 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. SLSCO LTD. 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. SLSCO LTD. 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 SLSCO LTD. 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 the of City of Gautier after the completion of services under this contract.

VI. **Personnel.** SLSCO LTD. 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 (SLSCO LTD.) 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.** SLSCO LTD. 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 SLSCO LTD. for professional services:

A. **Anti-Assignment/Subcontracting.** The Contractor acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

B. **Approval.** It is understood that this contract requires approval by the Gautier City Council. If this contract is not approved, it is void and no payment shall be made hereunder.

C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligations under this agreement, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to the Contractor.

D. **Authority to Contract.** Contractor represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that the Contractor is not barred from contracting with the City of Gautier; and (f) that the Contractor is at least eighteen (18) years old.

E. **Contractor Personnel.** The City of Gautier shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City of Gautier reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the City of Gautier in a timely manner and at no additional 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 agreement, City of Gautier shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

L. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section

shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25- 61-1, et seq.

M. **Exceptions to Confidential Information.** Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which:

1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;

2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;

3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;

5. Is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or,

6. Is disclosed with the disclosing party's prior written consent.

N. **Failure to Deliver.** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City of Gautier, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City of Gautier may have.

O. **Failure to Enforce.** Failure by the City of Gautier at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City of Gautier to enforce any provision at any time in accordance with its terms.

P. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.

Q. **HIPPA Compliance.** Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

R. **Indemnification.** To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate City of Gautier, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

S. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

T. **Independent Contractor Status.** The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the City of Gautier, the and City of Gautier shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City of Gautier shall not withhold from the contract payments to the Contractor any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the City of Gautier shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.

U. **Integrated Agreement/Merger.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes

all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document evidenced upon the minutes and executed by the City and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or the Contractor on the basis of draftsmanship or preparation hereof.

V. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.

W. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

X. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Stan Ledbetter, Division President
SLSCO LTD.
P.O. Box 17017
Galveston, TX 7552
(713) 880-8411
24-7@slsco.com or
contracts@slsco.com

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 SLSCO LTD. dated April 16, 2026, (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.

_____ _____

Carlos Moulds, City Manager Date
City of Gautier

_____ _____

Stan Ledbetter, Division President Date
SLSCO LTD.

Addendum A

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 SLSCO LTD. 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 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. 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.

Addendum B

ATTACHMENT A

SECTION 6: PROPOSED PRICING

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: 12	Per Week	TWENTY SEVEN THOUSAND THREE HUNDRED DOLLARS	$27,300
2.0	Sleep tents – specify number of beds per tent. Beds per tent: 30	Per Week	SIXTY SIX THOUSAND ONE HUNDRED FIFTY DOLLARS	$66,150
3.0	Bed units (Cots, Pillows, Sheets, Blankets). Specify number of bed units:	Per Week	ONE HUNDRED SEVENTY FIVE DOLLARS	$175
4.0	Catering/Food Preparation ** $15,000 MOBILIZATION/ DEMOBILIZATION PER MOBILE KITCHEN SUPPLIES **			
4.1	Hot meal, drinks included w/meal. (Based on 500 personnel.)	Per Meal	FIFTY DOLLARS	$50
4.2	Box lunch (Not MRE), drinks included w/meal. (Based on 500 personnel.)	Per Meal	FORTY DOLLARS	$40
5.0	Ice - Specify size 7 LB bag.	Per Bag	FOUR DOLLARS AND NINTY CENTS	$4.90
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: 40'	Per Week	FOUR THOUSAND EIGHT HUNDRED FIFTY DOLLARS	$4,850
7.0	Shower trailers (w/all water supply, etc. includes servicing waste water tank). Specify number of shower stations per trailer: 8	Per Week	THIRTY FOUR THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS	$34,265

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. 8	Per Week	THIRTY FOUR THOUSAND TWO HUNDRED SIXTY FIVE DOLLARS	$34,265
9.0	Portable restroom (port-a-john, single unit, to include servicing).	Per Week	ONE THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS	$1,155
10.0	Hand wash units w/ water supply, etc. Specify type and number of stations: ____	Per Week	ONE THOUSAND ONE HUNDRED FIFTY FIVE DOLLARS	$1,155
11.0	Bottled water, per case - Specify bottle size in oz: 16.9oz	Per Case	FOURTEEN DOLLARS AND NINTY CENTS	$14.90
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: 8	Per Week	NINE HUNDRED SEVENTY DOLLARS	$970
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	THIRTY FIVE THOUSAND DOLLARS	$35,000
14.0	Trash receptacles – Specify type and size in cu yd. (Dumpster, Trash bin with lid, etc.). Type: TRASH BIN Size: 44 Gallon Cu yd.	Per Week	ONE HUNDRED TWENTY FIVE DOLLARS	$125
15.0	Garbage Disposal Service per dump. Type: DUMPSTER Size: 40 Cu yd.	Per Week	EIGHT HUNDRED FIFTY DOLLARS PER SWAPOUT	$850/ Swapou
16.0	Internet kit and WiFi Hot Spot distribution (capaCity to operate 300 WIFI devices at a minimum)	Per Week	TWO THOUSAND SEVEN HUNDRED NINETY DOLLARS	$2,790
17.0	Forklifts – minimum 6000lb all-terrain	Per Week	ONE THOUSAND ONE HUNDRED SIXTY DOLLARS	$1,160

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	TWO THOUAND SEVEN HUNDRED NINETY DOLLARS	$2,790
19.0	Generators/Power Distribution – with power cord			
19.1	5kW	Per Week	ONE THOUSAND ONE HUNDRED FIFTY DOLLARS	$1,250
19.2	100kW	Per Week	THREE THOUSAND SIX HUNDRED NINETY DOLLARS	$3,690
19.3	350kW	Per Week	SIX THOUSAND FIVE HUNDRED TWENTY DOLLARS	$6,520
19.4	500kW (Service Complex Building/AC)	Per Week	TEN THOUSAND FOUR HUNDRED NINETY DOLLARS	$10,490
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: 40'	Per Week	THREE THOUSAND FIVE HUNDRED DOLLARS	$3,500
21.0	Laundry service per person. (Based on 500 personnel.) ** FULL SERVICE **	Per Person/ Week	ONE HUNDRED NINETY FIVE THOUSAND FIVE HUNDRED DOLLARS	$195,500
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	THIRTY THOUSAND DOLLARS	$30,000
23.0	Emergency fuel and distribution			
23.1	Gas - Bulk price delivered	Cost + Fixed Fee	ONE DOLLAR AND FIFTY CENTS	$1.50
23.2	Diesel - Bulk price delivered	Cost + Fixed Fee	ONE DOLLAR AND FIFTY CENTS	$1.50
24.0	Fueling stations - Operation and monitored at designated sites	Each per Week	SIXTY NINE THOUSAND ONE HUNDRED TWENTY DOLLARS	$69,120

Respectfully Submitted:

Signature By Stan Ledbetter

Title Division President Date 04/16/2026

DRUG-FREE WORKPLACE FORM

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 SLSCO LTD. 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.

Stan Ledbetter
Print Authorized Name and Title:

April 16, 2026
Authorized Signature and Date:

RFP AFFIDAVIT

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 Stan Ledbetter (AFFIANT NAME), personally appeared, who, being duly sworn, deposes and says he is Division President (TITLE) of SLSCO LTD. (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 16 day of April 2026

Affiant Signature

Division President
Title

STATE OF Texas

CITY OF Galveston

Subscribed and sworn to before me this 16 day of April, 2026, by Stan Ledbetter who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public:

My commission expires: 3/25/28

NOTARY SEAL
MARINA RUSSELL
Notary Public, State of Texas
Comm. Expires 03-25-2028
Notary ID 134823057

RFP AFFIDAVIT OF SOLVENCY

AFFIDAVIT OF SOLVENCY FORM **ATTACHMENT D**

TO: **CITY OF GAUTIER**
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES

PERTAINING TO THE SOLVENCY OF SLSCO LTD. (COMPANY/FIRM),

being duly sworn I, Stan Ledbetter, Division President (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 16 day of April 2026.

Affiant Signature

Division President
Title

STATE OF Texas

CITY OF Galveston

Subscribed and sworn to before me this 16 day of April, 2026, by Stan Ledbetter 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: 3/25/28

KARINA RUSSELL
Notary Public, State of Texas
Comm. Expires 03-25-2028
Notary ID 134823057

CONFLICT OF INTEREST DISCLOSURE FORM

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:

[X] 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: Stan Ledbetter

Print Title of Authorized Respondent: Division President

Signature of Authorized Respondent:

Date: April 16, 2026

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:

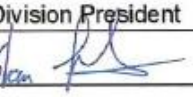
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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: Stan Ledbetter

Print Title of Authorized Respondent: Division President

Signature of Authorized Respondent: 

Date: April 16, 2026

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: A a. bid/offer/ application b. initial award c. post-award	3. Report Type: A a. initial filing b. material change For Material Change Only: Year ____ Quarter ____ Date of Last Report ____
4. Name and Address of Reporting Entity: Prime SLSCO LTD 6702 Broadway Street Galveston, TX 77554 Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
6. Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable:	
8. Federal Action Number, if known: N/A	9. Award Amount, if known: $	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) N/A	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: [signature] Print Name: Stan Ledbetter Title: Division President Telephone: 8324130938 Date: April 16, 2008	

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: Stan Ledbetter

Print Title of Authorized Respondent: Division President

Signature of Authorized Respondent:

Date: April 16, 2026

REQUIRED CHECKLIST/SIGNATURE PAGE FORM

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.

_____ April 16, 2026
Signature Date

Stan Ledbetter Division President
Name (Printed) Title

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11**
Introduced by:	
Contact Person/Telephone	**Scott Ankerson 497-8000 ext. 312**

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

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:

RESOLUTION NUMBER 000-2026

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcel of land described in "Exhibit A" was in such a state of uncleanliness as to be a menace to the public health and safety of the community and authorized it to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcel has now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcel listed hereinafter is the actual cost of cleaning of the parcel, plus any penalties, as identified; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcel of land identified in "Exhibit A," which is described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning the parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against the parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

IT IS FURTHER RESOLVED 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 June 2, 2026.

Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison
Ward 4: Lorenzo Fuller, Sr
Ward 5: Dante Elbin
City Manager: Carlos Moulds
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

June 2, 2026

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council approve the abatement costs of 1424 HWY90. The costs are associated with a previous abatement and lien order this Council issued for this property. Details of the abatement costs are provided below. If you need any further information, my number is 228-497-1868 ext 316 and my email address is pfagan@gautier-ms.gov.

EXHIBIT A

Parcel & Address	Owner & Mailing Address	Total Assessment
# 82436375.025 1424 HWY 90 Gautier, MS 39553	CQ Investments 9067 TAHOE CV OLIVE BRANCH MS 38654 Phone: unknown	Cost: $1,000 Penalty: $1,500 **Total Assessment: $2,500**

Sincerely,

P. Fagan

Patrick Fagan

Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Authorization to waive the rental fee for use of the Gautier Senior Center by Life Ministries, Inc. for a Food Ministry Give-Away on June 24th, July 22nd, and August 26th, 2026.**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-2244**

Summary Explanation: Authorization to waive the rental fee for use of the Gautier Senior Center by Life Ministries, Inc. for a Food Ministry Give-Away on June 24th, July 22nd, and August 26th, 2026.

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:

RESOLUTION NUMBER 000-2026

WHEREAS, Life Ministries, Inc., a non-profit organization, has requested to waive the rental fee for use of the Gautier Senior Center to host a Food Ministry Give-Away on June 24, 2026, July 22, 2026, and August 26, 2026; and

WHEREAS, the Food Ministry Give-Away provides food assistance and support to individuals and families in need within the Gautier community and surrounding areas; and

WHEREAS, it is determined that this waiver advertises and brings into favorable notice the opportunities, possibilities, and resources of the municipality; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes community service, goodwill, and assistance to citizens in need; and

WHEREAS, the Mayor and Members of the Council hereby find that waiver of these fees assists voluntary community service programs that benefit the citizens of Gautier; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive the rental fee associated with the use of the Gautier Senior Center by Life Church for a Food Ministry Give-Away on June 24, 2026, July 22, 2026, and August 26, 2026, is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**June 2, 2026**
Title:	**Approval of a sponsorship of the GHS Alumni Day in the Park Event**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000**

Summary Explanation: Approval of a sponsorship of the GHS Alumni Day in the Park Event on June 13, 2026

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:

RESOLUTION NUMBER 000-2026

WHEREAS, Gautier High School Alumni Association has expressed the desire to have a Day in the Park event within the City of Gautier on June 13, 2026; and

WHEREAS, Gautier High School Alumni Association has requested that the City sponsor the event by providing in-kind services; and

WHEREAS, Gautier High School Alumni Association is a community service entity, and is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the sponsorship requested by Gautier High School Alumni Association is hereby approved and authorized.

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

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

AYES:

NAYS:

_____

MAYOR

ATTEST:

_____

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 2, 2026

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: