

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 16, 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. City of Gautier's Fourth of July - 250th Birthday Bash Celebration will be Thursday, July 2nd from 5pm until 7pm at Gautier City Hall.**
- 3. Gautier Farmers Market will be Saturday, July 11th, from 8am until 12pm at Gautier Town Commons.**

IV. Presentation Agenda

V. Business Agenda

- 1. Resolution appointing Mississippi Municipal League 2026 voting delegates**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Consideration of a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year, in a C-3 Highway Commercial Zoning District, located at 321 Hwy 90, (GPC 26-24-SE)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Consideration for a Property Owner initiated Rezoning of Property from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial Zoning District, located at 7305 Martin Bluff Road (GPC #26-27-RZ)**

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

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

1. **Approval of Minutes from the Regular Council Meeting held June 2, 2026, and Recessed Council Meeting held June 8, 2026**
2. **Receive May 2026 Privilege License Reports**
3. **Receive April 2026 Finance Reports**
4. **Approval of water and sewer adjustments for June 2026 in the amount of \$19,314.93**
5. **Authorization to enter a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA funding for the Utility Relocation (Sewer) MDOT Highway 90 Widening Project**
6. **Authorization to submit an application to the Department of Homeland Security and Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program**
7. **Approval to enter into a Modification Agreement to the sub-award agreement #3 with the Mississippi Department of Environmental Quality for the Hickory Hills Rehabilitation Project**
8. **Authorization to prioritize and submit three applications to Mississippi Department of Marine Resources (MDMR) for FY2028 Tidelands funding**
9. **Approval of a Shepard State Park Mobile Home Lease Agreement between the City of Gautier and George Carter**
10. **Approval of a Shepard State Park Host Site Lease Agreement between the City of Gautier and Richard Sipes**
11. **Approval of an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program**

VII. STUDY AGENDA

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

Adjourn until July 7, 2026 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 16, 2026**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be June 25th, starting at 11am at Gautier Town Commons.
2. City of Gautier's Fourth of July – 250th Birthday Bash Celebration will be Thursday, July 2nd from 5pm until 7pm at Gautier City Hall.
3. Gautier Farmers Market will be Saturday, July 10th, from 8am until 12pm at Gautier Town Commons.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS



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 16, 2026

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

**June 16, 2026
Resolution appointing Mississippi Municipal
League 2026 voting delegates**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of a resolution appointing voting delegates for the Mississippi Municipal League 2026 election to be held at the annual convention on June 30th, 2026 in Biloxi, Mississippi.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

RESOLUTION NUMBER 000-2026

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2026 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2026 Mississippi Municipal League election to be held at the annual convention on June 30th are as follows:

Voting Delegate:
First Alternate:

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **BLANK**, seconded by **BLANK**, and was adopted by the following vote, to-wit:

AYES:

NAYS:

(SEAL)
ATTEST:

APPROVED:

CITY CLERK

MAYOR

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

ATTENTION CITY CLERK

MML 2026 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 30th, 2026, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2026) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 24, 2026.

Important: All voting delegates & alternates must text the keyword **MMLvote2026** to **888-994-1931** to register as a voting delegate for the 2026 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of _____

PLEASE PRINT:

Voting Delegate Name/Title: _____

Cell Phone Number: _____

Alternate Name/Title: _____

Cell Phone Number: _____

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 30TH, 2026, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2nd VICE PRESIDENT.

IF A RUN-OFF ELECTION IS REQUIRED, AND THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 9AM ON WEDNESDAY, JULY 1ST, 2026, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE IN THE RUN-OFF ELECTION FOR MML 2nd VICE PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

MML 2026 2nd Vice President

List of Candidates

Mayor Tim Kyle

City of Kosciusko

Councilman Charles McCoy, Sr.

City of Greenwood

Alderman Andrew Miller

City of Hernando

Mayor Robyn Tannehill

City of Oxford

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:

June 16, 2026

Consideration of a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year, in a C-3 Highway Commercial Zoning District, located at 321 Hwy 90, (GPC 26-24-SE)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year, in a C-3 Highway Commercial Zoning District, located at 321 Hwy 90, (GPC 26-24-SE) (PID #s 87010075.000, 87010069.000, and 87010076.000)

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 26-24-SE**

**321 HIGHWAY 90 – SPECIAL EXCEPTION THAT WOULD ALLOW
THREE CONEX BOXES FOR TEMPORARY STORAGE FOR A PERIOD
OF ONE YEAR IN A C-3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 87010075.000, 87010069.000, and
87010076.000**

WHEREAS, an application for a Special Exception Permit that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District was submitted by James W. Lee d/b/a Roughwater Marine & Auto LLC; and

WHEREAS, the City Council hereby finds that the proposed use of three (3) Conex boxes for temporary storage for a period of one (1) year at 321 Highway 90 requires a Special Exception in a C-3 Highway Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 321 Highway 90, Gautier, Mississippi, and identified as Parcel ID Nos. 87010075.000, 87010069.000, and 87010076.000; and

WHEREAS, after due public notice, the Planning Commission, at its June 4, 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 City Staff, and all relevant evidence, and recommended approval of the Special Exception; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by James W. Lee d/b/a Roughwater Marine & Auto LLC for a Special Exception Permit that would allow the placement and use of three (3) Conex boxes for temporary storage at 321 Highway 90 in a C-3 Highway Commercial Zoning District.

IT IS FURTHER ORDERED that this Special Exception is expressly limited to three (3) Conex boxes and shall remain valid for a period of one (1) year from the date of approval by the City Council. Upon expiration of the one (1) year period, the Conex boxes shall be removed from the property unless an extension or other approval is granted by the City in accordance with the Unified Development Ordinance.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 06/08/2026
Subject: Consider a request for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE)

REQUEST:

The Planning Department has received a request from James W. Lee dba Roughwater Marine & Auto LLC for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE). The application fee of \$250 was paid on April 23, 2026. All public notice requirements have been met.

BACKGROUND:

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 321 Hwy 90, Gautier, MS 39553. PIDN's #87010075.000, 87010069.000 & 87010076.000 (See Exhibit A)
2. General features of the proposed project:

Lot Size: approximately 3.92 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the north, east, and Northwest. R-2 High Density Multi-Family Residential to the southwest and south.
6. Current Surrounding Existing Land Use Commercial to the West and North, Residential to the East and South (See Exhibit C): (MAP)
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

DISCUSSION:

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

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

Applicant Response: Due to the fact that we cannot add the 3 Connex boxes on the property, Roughwater Marine is having to store parts and equipment outdoors and other areas of the business which has become a hinderance.

Staff Finding: Unsubstantiated

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

Applicant Response: The connex boxes that we are requesting to add on the property will be in front of a fence and tree line to add a level of concealment from the neighboring homes. The boxes would only need to be used as temporary storage for one year while we build an addition to the property to store the parts and items.

Staff Finding: Unsubstantiated

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

Applicant Response: The need for 3 Connex boxes are due to the rise in customer demand for the products that we offer here at Roughwater Marine. Due to this demand, we have purchased more product to have on hand and therefore need more room on the property for storage. When the business was purchased from its previous owner in October of 2023, there were Connex boxes left on the property that were old and needed to be disposed of. We would like to replace the connex boxes that were on the property to begin with.

Staff Finding: Unsubstantiated

DETERMINATION OF APPLICABLE LAW:

UDO Section 6.8.2 (D) Portable Storage Container (POD)-

"In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director."

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council,

pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

RECOMMENDATION & CONCLUSION:

The Planning Commission recommended that City Council approve the Special Exception as presented.

The City Council may:

1. Approve the Special Exception;
2. Approve the Special Exception with changes; or
3. Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.4.26 (#26-24-SE)
2. Complete Packet 26-24-SE

Excerpt from June 4, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request from James W. Lee dba Roughwater Marine & Auto LLC for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE).

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

REQUEST:

The Planning Department has received a request from James W. Lee dba Roughwater Marine & Auto LLC for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE). The application fee of \$250 was paid on April 23, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 321 Hwy 90, Gautier, MS 39553. PIDN's #87010075.000, 87010069.000 & 87010076.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 3.92 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the north, east, and Northwest. R-2 High Density Multi-Family Residential to the southwest and south.
6. Current Surrounding Existing Land Use Commercial to the West and North, Residential to the East and South (See Exhibit C): (MAP)
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

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

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

Applicant Response: Due to the fact that we cannot add the 3 Connex boxes on the property, Roughwater Marine is having to store parts and equipment outdoors and other areas of the business which has become a hinderance.

Staff Finding: Unsubstantiated

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

Applicant Response: The connex boxes that we are requesting to add on the property will be in front of a fence and tree line to add a level of concealment from the neighboring homes. The boxes would only need to be used as temporary storage for one year while we build an addition to the property to store the parts and items.

Staff Finding: Unsubstantiated

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

Applicant Response: The need for 3 Connex boxes are due to the rise in customer demand for the products that we offer here at Roughwater Marine. Due to this demand, we have purchased more product to have on hand and therefore need more room on the property for storage. When the business was purchased from its previous owner in October of 2023, there were Connex boxes left on the property that were old and needed to be disposed of. We would like to replace the connex boxes that were on the property to begin with.

Staff Finding: Unsubstantiated

DETERMINATION OF APPLICABLE LAW:

UDO Section 6.8.2 (D) Portable Storage Container (POD)-

"In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for

storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director.”

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. “Special Exceptions” are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

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Hardship means the unnecessary hardship that would result from a failure to grant

the requested variance or special exception. An unnecessary hardship exists if:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Commissioner Hudson asked if there was anyone present who was in opposition to the request for the special exception. There were no residents present that objected.

James Lee advised that his business is growing and it will take about a year to build a new building on site. The goal is to put in three Conex boxes for temporary storage while the lot is under construction.

Commissioner Buxton asked if the new building on site will be completed within a one-year period.

James Lee stated that it is hard to get everyone together to verify the time frame for construction.

Commissioner Buxton asked **Scott Ankerson** if this special exception were to be approved, would the applicant need to come back and get another special exception if the construction is not completed within one year.

Scott Ankerson advised that the applicant would need to get a new special exception for the extended time frame after the one year or he can remove the Conex boxes.

Commissioner Canada asked if Conex Boxes were previously on this site

James Lee advised that in the past there were three Conex Boxes on site, but they were in a state of disrepair, so they were removed.

Scott Ankerson stated that Mr. Lee has been working diligently with the Planning Department to prepare for the new construction that will take place on his property.

Commissioner Hudson advised that he has looked at Mr. Lee's operation and found that it is well maintained and kept in order.

ACTION TAKEN:

Commissioner Buxton made a motion to recommend that City Council approve the Special Exception as presented.

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

AYES:	Maurice Hudson
	Robert Williams
	Marquitta Buxton
	Greg Canada
	Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 4, 2026

GPC #26-24-SE

James W. Lee II

DBA Roughwater Marine & Auto LLC

321 HWY 90

PIDN #87010075.000, 87010069.000 & 87010076.000

VII. NEW BUSINESS

1. Consider a request for a **SPECIAL EXCEPTION** that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 27, 2026

Subject: Consider a request for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE)

REQUEST:

The Planning Department has received a request from James W. Lee dba Roughwater Marine & Auto LLC for a Special Exception that would allow the use of three (3) Conex boxes for temporary storage for a period of one (1) year in a C-3 Highway Commercial Zoning District at 321 Hwy 90. PIDN's #87010075.000, 87010069.000 & 87010076.000 (GPC #26-24-SE). The application fee of \$250 was paid on April 23, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 321 Hwy 90, Gautier, MS 39553. PIDN's #87010075.000, 87010069.000 & 87010076.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 3.92 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the north, east, and Northwest. R-2 High Density Multi-Family Residential to the southwest and south.
6. Current Surrounding Existing Land Use Commercial to the West and North, Residential to the East and South (See Exhibit C): (MAP)

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Impact Commercial.

DISCUSSION:

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

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

Applicant Response: Due to the fact that we cannot add the 3 Connex boxes on the property, Roughwater Marine is having to store parts and equipment outdoors and other areas of the business which has become a hinderance.

Staff Finding: Unsubstantiated

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

Applicant Response: The connex boxes that we are requesting to add on the property will be in front of a fence and tree line to add a level of concealment from the neighboring homes. The boxes would only need to be used as temporary storage for one year while we build an addition to the property to store the parts and items.

Staff Finding: Unsubstantiated

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

Applicant Response: The need for 3 Connex boxes are due to the rise in customer demand for the products that we offer here at Roughwater Marine. Due to this demand, we have purchased more product to have on hand and therefore need more room on the property for storage. When the business was purchased from its previous owner in October of 2023, there were Connex boxes left on the property that were old and needed to be disposed of. We would like to replace the connex boxes that were on the property to begin with.

Staff Finding: Unsubstantiated

DETERMINATION OF APPLICABLE LAW:

UDO Section 6.8.2 (D) Portable Storage Container (POD)-

"In Industrial and Commercial Districts- One (1) storage container may be permitted per 25,000 square feet of GFA per business or establishment holding a valid business license. Storage containers must be placed in the rear or side yard behind the front building line and shall not be placed on any required designated parking area. Permits for storage containers shall be issued annually, are valid for one hundred eighty (180) days, and may be extended for one (1) additional one hundred eighty (180) day period. Storage containers shall be well kept and free of rust or signs of deterioration. Areas around storage containers shall be kept clear of any overgrown vegetation, debris, and/or any outside storage of materials. If at any time the regulations of this section are not met, permits for storage containers may be revoked by the Planning Director."

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

26-24-SE

TYPE OF REQUEST:

Special Exception

✓

FEE:

\$251.00

✓

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

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

Name of Applicant: James W. Lee II

Name of Business: Roughwater Marine & Auto LLC

Address: 321 Hwy 90, Gautier MS 39553

Mailing Address (if different): _____

Email Address: roughwater321@gmail.com

Phone: 228-497-2214 Cell Phone: 228-623-3875

Reason for request, location and intended use of Property: 3 Connex Boxes
for temporary storage

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. Legal descriptions and street address.
- ✓ 3. A detailed project narrative that also addresses the questions on the "Criteria for Approval" page of this application.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 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: James W. Lee II

FOR OFFICE USE ONLY

Date Received 4/23/26 Verify as Complete Scott & Eric

Fee Amount Received 4/23/26

Initials of Employee Receiving Application EMP

OWNERS CONSENT AND DESIGNATION OF AGENCY - SPECIAL EXCEPTION

Date of Application: 4-22-26

I, Roughwater Marine & Auto LLC, the fee simple owner of the following described property (give legal description):

Exhibit A
Tax Parcel # 870-10-075.000
870-10-069.000
870-10-076.000

hereby petition to the City of Gautier to Grant a Special Exception of Roughwater Marine & Auto and affirm that James W. Lee II

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.

James W. Lee II
(Owner's Signature)

The foregoing instrument was acknowledged before me this 22 day of April, 20 26 by James W. Lee II, who is personally known to me or has produced _____ as identification and who did take an oath.

Patricia Lynn Lear
(Printed Name of Notary Public)

Patricia Lynn Lear
(Signature of Notary Public)

Commission # 32726. My commission expires May 22, 2027.

(Notary's Seal)

★ STATE OF MISSISSIPPI ★
PATRICIA LYNN LEAR, NOTARY PUBLIC
JACKSON COUNTY
MY COMMISSION EXPIRES MAY 22, 2027
COMMISSION NUMBER 32726

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

APPROVED FOR THE CITY OF GAUTIER
DATE: 01/11/2011
BY: [Signature]
CITY CLERK



Roughwater Marine Auto & LLC
321 Hwy 90, Gautier MS

Special Exception Hearing

Name of Applicant: James W. Lee II
Name of Business: Roughwater Marine & Auto LLC

Due to business expansion, I am requesting to add three connex boxes for temporary storage on parcel lot # 87010076.00 at 321 Hwy 90, Gautier MS.

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

- Due the fact that we cannot add the 3 connex boxes on the property, Roughwater Marine is having to store parts and equipment outdoors and other areas of the business which has become a hinderance.

B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will be injurious to the neighborhood or the general welfare.

- The connex boxes that we are requesting to add on the property will be in front of a fence and tree line to add a level of concealment from the neighboring homes. The boxes would only need to be used as temporary storage for one year while we build an addition to the property to store the parts and items.

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

- The need for 3 connex boxes are due to the rise in consumer demand for the products that we offer here at Roughwater Marine. Due to this demand, we have purchased more product to have on hand and therefore need more room on the property for storage. When the business was purchased from it's previous owner in October of 2023, there were connex boxes left on the property that were old and needed to be disposed of. We would be replacing the connex boxes that were on the property to begin with.

Thank you for your time and consideration,

James W. Lee II

Special Exception Hearing

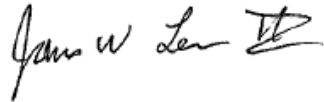
Name of Applicant: James W. Lee II

Name of Business: Roughwater Marine & Auto LLC

Due to business expansion, I am requesting to add three connex boxes for temporary storage on parcel lot # 87010076.00 at 321 Hwy 90, Gautier MS. When the business was purchased, there were three connex boxes on the property. Those have since been removed, and we would like to replace them. I am asking for a one year exception until we can have a building built.

Thank you for your time and consideration,

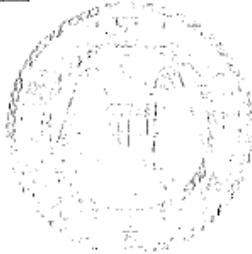
James W. Lee II

A handwritten signature in black ink, appearing to read "James W. Lee II", with a stylized flourish at the end.

State of Mississippi
Jackson County
Tax Collector Kevin Miller
2915 Canty Street Suite B, PO Box 998, Pascagoula, MS 39568-0998
Phone: 228-769-3074 Fax: 228-696-6518

Real Estate

Tax Year: 2024

Account 555407 Legacy # 72680		Receipt # 6658514 Invoice # 7155505		Owner Name LEE JAMES W II HADLER ART				
Tax District 3840		Total Acres 1.03		Forest Acres 0.00				
Parcel Number 87010076.000 PROP ADDR: 304 DE LA POINTE				Legal Description LOT 7 BLK H RIVER OAKS S/D DB 2143-639 (25 Map863.05-01)				
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Sec. 05</td> <td style="width: 33%;">Twn. 8</td> <td style="width: 33%;">Rng. 6</td> </tr> </table>		Sec. 05	Twn. 8	Rng. 6
Sec. 05	Twn. 8	Rng. 6						
True Assessed	Class 1 1.00	Class 2 66,846.00 10,027.00	Total Value 66,847.00 10,027.00					
01/14/2025 02:06 PM - JS America/Chicago								
Type of Tax		Millage	Gross Tax Amount	Exemption	Net Tax			
COUNTY		50.3600	\$ 504.96		COUNTY \$ 504.96			
CITY		43.0000	\$ 431.16		CITY \$ 431.16			
SCHOOL		51.9100	\$ 520.50		SCHOOL \$ 520.50			
TOTAL TAX DUE					TOTAL TAX DUE \$ 1,456.62			
TOTAL DUE					TOTAL DUE \$ 1,456.62			
ACCOUNT PAID IN FULL								
Receipt #: 6658514 Paid by: LEE JAMES W II Paid Date: 01/14/2025 Postmark/Calculation Date: 01/14/2025 Paid: Check - 2194				Tax Amount Paid \$ 1,456.62 Total Paid this Receipt \$ 1,456.62 * Grand Total Paid * \$ 1,456.62				
Received by JMS: _____ 								

LEE JAMES W II
HADLER ART
321 HWY 90
GAUTIER, MS 39553

Exhibit "A"

Legal Description

Lot No. 7, Block H of the River Oaks Subdivision, as per plat recorded in Plat Book 1, Page 138 of the Plats on file in the Office of the Chancery Court of Jackson County, Mississippi, and being the same land conveyed by Gordon Penton to R. W. Fuller by Deed dated February 15, 1946, together with a 1/6 interest in and to an artesian well between the Grantors and others, dated June 29, 1945. This also being the same land devised and bequeathed to Charlotte Hutchins, Vardoman Howard, and Beatrice Hobby, pursuant to the Last Will and Testament of J.C. Howard, deceased, probated in Cause NO. P-3709, Chancery Court of Jackson County, Mississippi.

Together with all buildings and improvements situated thereon and the hereinabove described property constitutes no part for the Grantors' homestead.

AND ALSO:

Parcel 1:

That certain tract, piece or parcel of land situated in part of Lots 4, 5 and 6 of Block H, River Oaks Subdivision, as per plat there of recorded in Plat Book 1, Page 138, Record of Plats of Jackson County, Mississippi, being more particularly described as follows:

Commencing at the Southeast corner of Lot 6, Block H, River Oaks Subdivision, as per plat recorded in Plat Book 1, Page 138, in the Office of the Chancery Clerk of Jackson County, Mississippi; run the 49° 51' West along the North margin of Old U.S. Highway 90 100 feet to the Point of Beginning; thence run North 37° 23' East 371.6 feet to the South margin of U. S. Highway 90; thence run North 75° 16' West along said South margin 210 feet; thence run South 40° 19' West 279.88 feet to the North margin of said Old U.S. Highway 90; thence run South 49° 51' East along said North margin 210 feet to the Point of Beginning, containing 1.499 acres, more or less. And being the same property described in that deed recorded in Deed Book 865, Page 582, Land Deed Records of Jackson County, Mississippi.

Parcel 2:

Beginning at the Southeast corner of Lot 6, Block H, River Oaks Subdivision, as per plat recorded in Plat Book 1, Page 138, in the Office of the Chancery Clerk of Jackson County, Mississippi; thence run North 40° 19' East 300.65 feet; thence run South 49° 51' East 45.2 feet; thence run North 75° 16' West along said South margin 118.4 feet; thence run South 37° 23' West 371.6 feet to the North margin of Old U.S. Highway 90; thence run South 49° 51' East along said North margin 100 feet to the Point of Beginning, containing 1.056 acres, more or less. And being the same property described in that deed recorded in Deed Book 889, Page 328, Land Deed Records of Jackson County, Mississippi.

Exhibit "A"

Legal Description

Lot No. 7, Block H of the River Oaks Subdivision, as per plat recorded in Plat Book 1, Page 138 of the Plats on file in the Office of the Chancery Court of Jackson County, Mississippi, and being the same land conveyed by Gordon Penton to R.W. Fuller by Deed dated February 15, 1946, together with a 1/6 interest in and to an artesian well between the Grantors and others, dated June 29, 1945. This also being the same land devised and bequeathed to Charlotte Hutchins, Vardoman Howard and Beatrice Hobby, pursuant to the Last Will and Testament of J.C. Howard, deceased, probated in Cause No. P-3709, Chancery Court of Jackson County, Mississippi.

Together with all buildings and improvements situated thereon and the hereinabove described property constitutes no part for the Grantors' homestead.







Jackson County, MS

Jackson County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Jackson County Land Records GIS and is maintained for the internal use of the County. The County of Jackson and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Jackson County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Jackson County
2915 Canty St
Pascagoula, MS 39567
(228) 769-3070

Date Printed: 4/22/2026

GIS:	853.05-01-0025.00
PIGN:	87010076.000
NAME:	ROUGH WATER MARINE & AUTO LLC
NAME2:	
ADDRESS:	321 HWY 90
CITY:	GAUTIER MS
ZIP:	39553
LOCATION:	304 DE LA POINTE DR GAUTIER
DESC1:	LOT 7 BLK H RIVER OAKS S/D DB 22
DESC2:	07-225 (25 Map863.05-01)
DESC3:	
DESC4:	
DESC5:	
DESC6:	
DESC7:	
DESC8:	
DESC9:	
DP:	222
DB:	2207
SECTION:	05
TOWN:	8
RANGE:	6
ACREAGE:	1.03
LANDVAL:	9410
IMPROVEVAL:	7732
TOTAL_APPR:	17142
TOTALVAL:	2572
TAXAMOUNT:	372
TOTAL_IMPR:	0
YBLT:	0

Parcels: ROUGH WATER MARINE & AUTO LLC

GISP	863.05-01-0025.00
FIRST_ROUT	0025
FIRST_SUFF	00
FIRST_SHAP	45,146.08
OID_	
ID	88,297.00
PIDN	87010076.000
MAPNO	861.05-09-000.00
GISP_1	863.05-01-0025.00
NAME	ROUGH WATER MARINE & AUTO LLC
NAME2	
ADDRESS	321 HWY 90
CITY	GAUTIER MS
ZIP	39553
LOCATION	304 DE LA POINTE DR GAUTIER
DESC1	LOT 7 BLK H RIVER OAKS S/D DB 22
DESC2	07-225 (25 Map863.05-01)
DESC3	
DESC4	
DESC5	
DESC6	
DESC7	
DESC8	
DESC9	
DB	2207
DP	222
SECTION	05
TOWN	8
RANGE	6
ACREAGE	1.03
EXEMPT	0
DISTRICT	3840
TYPE	VACANT (SUITABLE FOR DEVELOPMENT)
COMMERCIAL	
LANDVAL	9,410.00
IMPROVEVAL	7,732.00
TOTALVAL	2,572.00
TAXAMOUNT	372.00

[Zoom to](#) [Print](#)

1,053,469.085 321,158.625 Feet

100ft

Parcels: ROUGH WATER MARINE & AUTO LLC

OBJECTID_1	72546
GISP	863.05-01-0015.00M
FIRST_ROUT	0015
FIRST_SUFF	00M
FIRST_SHAP	67244.4994944
SHAPE_Leng	1090.13046989
ID	88296
PIDN	87010075.000
MAPNO	861.05-09-000.00
GISP_1	863.05-01-0015.00M
NAME	ROUGH WATER MARINE & AUTO LLC
NAME2	
ADDRESS	321 HWY 90
CITY	GAUTIER MS
ZIP	39553
LOCATION	321 HWY 90 GAUTIER
DESC1	COM SEC LOT 6 BLK H RIVER OAKS S
DESC2	/D N 49 DEG W 100' TO POB N 37 D
DESC3	EG E 371.6' TO S/M U S HWY 90 N
DESC4	75 DEG W 210' S 40 DEG W 279.88'
DESC5	TO N/M OLD HWY 90 S 49 DEG E 21
DESC6	0' TO POB PT LOTS 4 5 & 6 BLK H
DESC7	RIVER OAKS S/D DB 2207-225 (15M
DESC8	Map863.05-01)
DESC9	
DB	2207
DP	225
SECTION	05
TOWN	8
RANGE	6
ACREAGE	1.49
EXEMPT	0
DISTRICT	3840
COMMERCIAL	
LANDVAL	173280
IMPROVEVAL	263114
TOTALVAL	65459
TAXAMOUNT	9468

[Zoom to](#)

1,053,290,950 321,569,042 Feet

60ft

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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

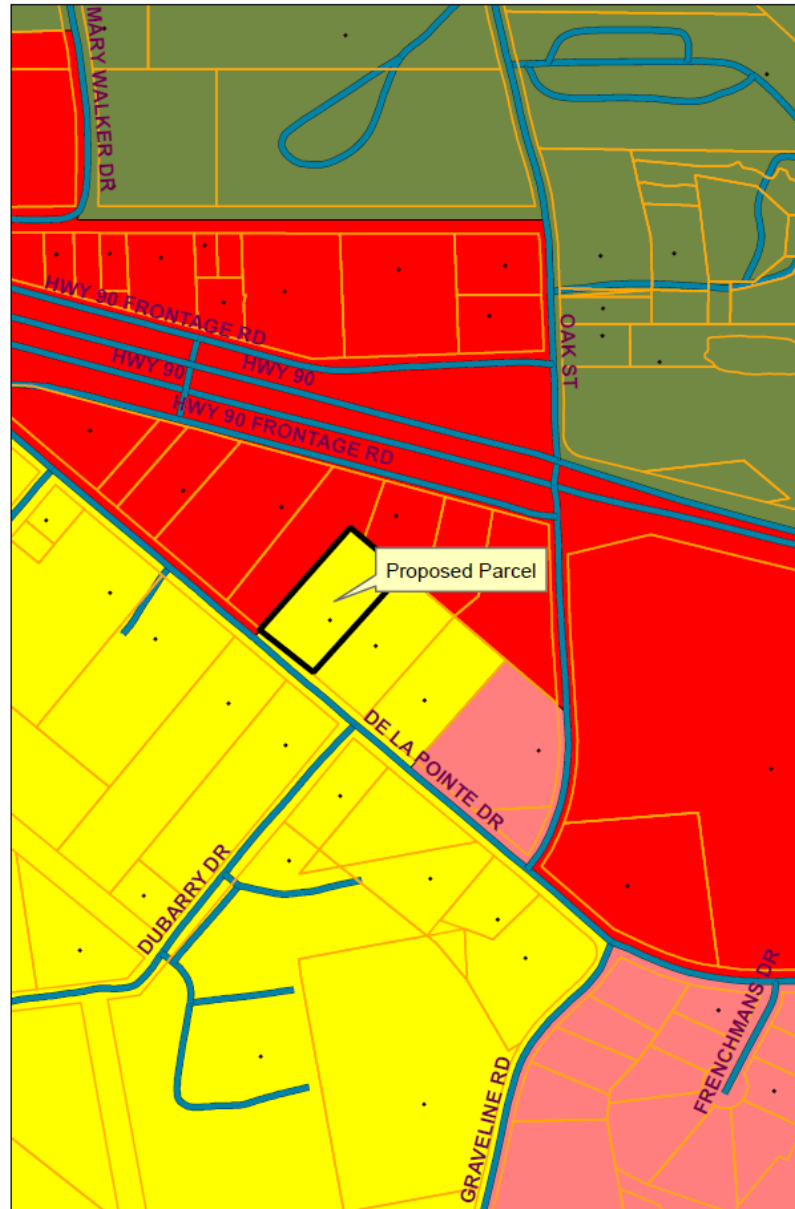


Exhibit C Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

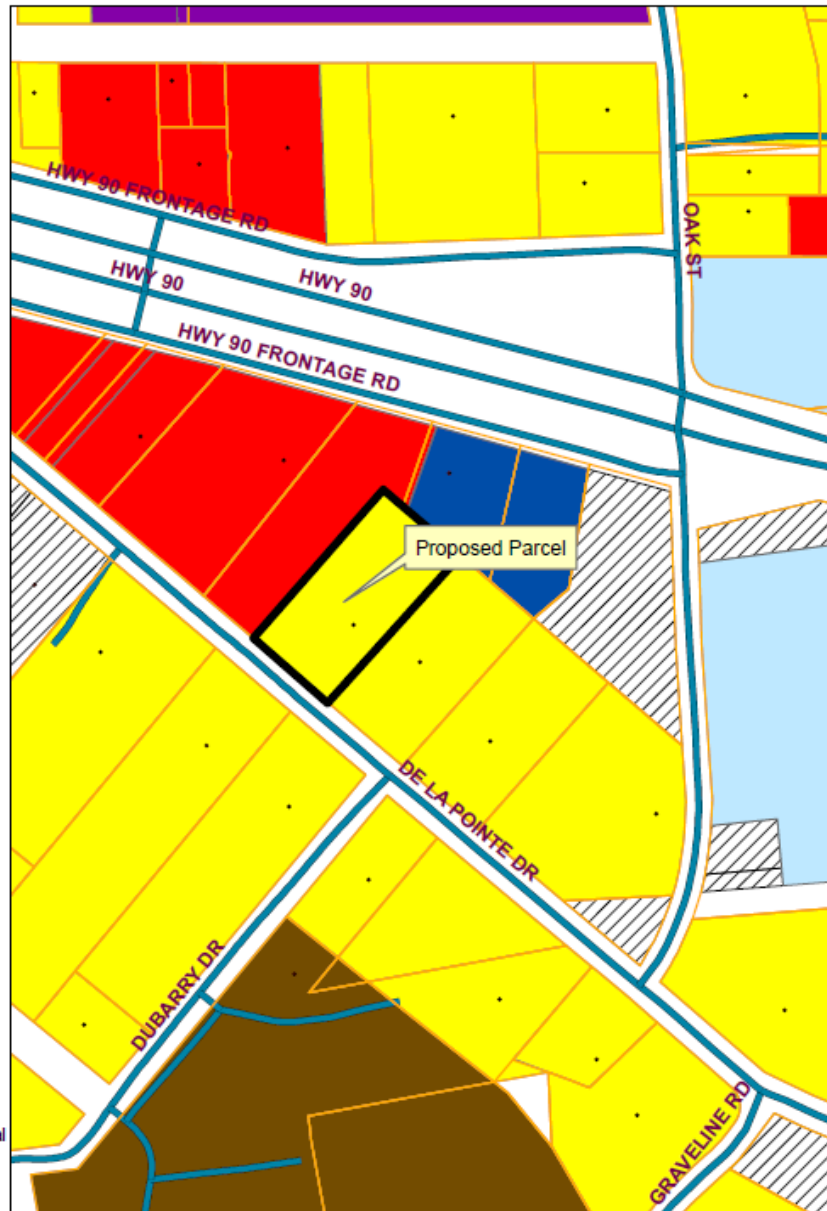


Exhibit D Future Land-Use

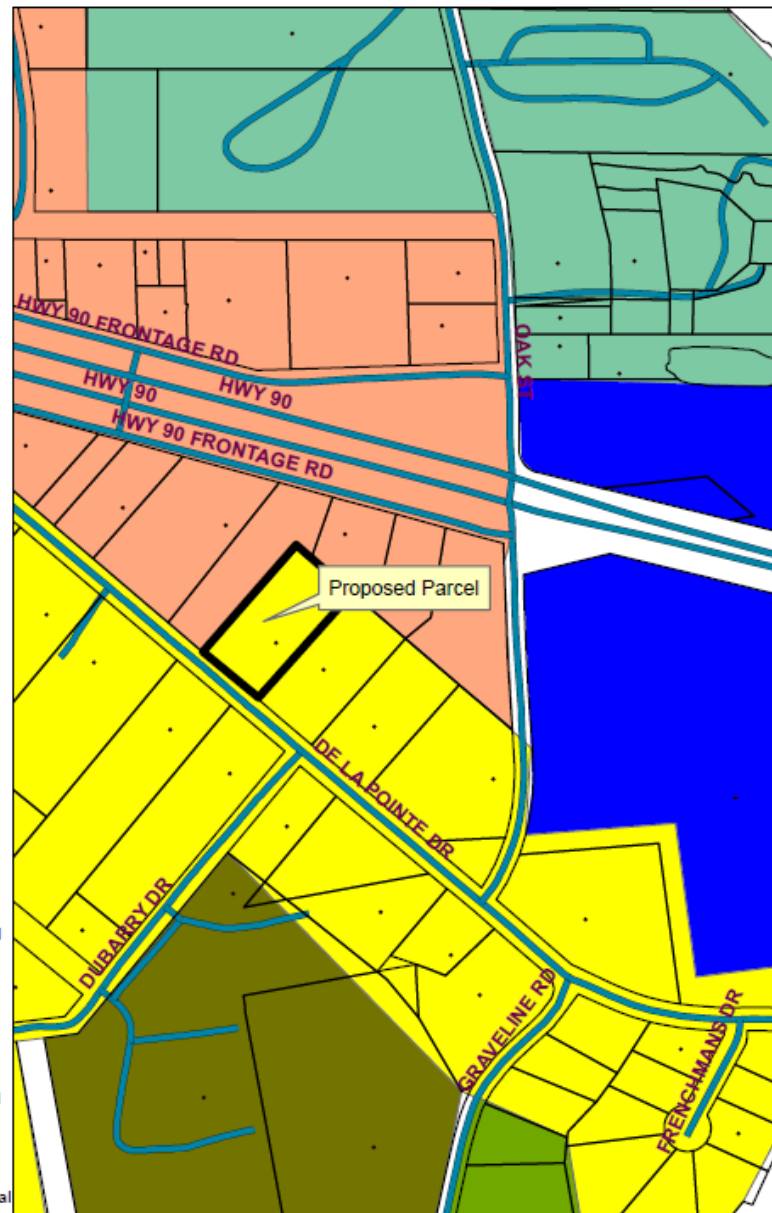
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:
Title:

June 16, 2026
Consideration for a Property Owner initiated Rezoning of Property from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial Zoning District, located at 7305 Martin Bluff Road (GPC #26-27-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial Zoning District, located at 7305 Martin Bluff Road (GPC #26-27-RZ) (PID #s 85432004.000 and 85432005.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

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:

ORDINANCE NUMBER 000-2026

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY (KNOWN GENERALLY AS PIDN #85432004.000 AND PIDN #85432005.000) FROM SPLIT ZONING C-2 COMMUNITY COMMERCIAL AND R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL TO C-2 COMMUNITY COMMERCIAL, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Miss. Code Ann., Section 17-1-1, et seq.

SECTION 2. PROPERTY REZONED.

The property is generally described as Jackson County, Mississippi Parcel Identification Numbers 85432004.000 and 85432005.000, located at 7305 Martin Bluff Road, Gautier, Mississippi.

SECTION 3. PROCEDURAL HISTORY.

A public hearing was held before the Gautier Planning Commission on June 4, 2026, regarding a request for a Property Owner Initiated Rezoning of the subject property from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. The Planning Commission considered the application, staff report, and all evidence presented and recommended approval of the request.

SECTION 4. FINDINGS OF FACT.

The City Council finds, based upon the record and evidence presented, that there is clear and convincing evidence that a mistake existed in the original zoning of the subject property and that rezoning the property to a single C-2 Community Commercial classification is appropriate. The City Council further finds that the proposed rezoning is consistent with prior actions taken by the City to eliminate split-zoned parcels and to align zoning district boundaries with parcel boundaries.

SECTION 5. ZONING MAP AMENDMENT.

The Official Zoning Map of the City of Gautier (is or is not) hereby amended to include a change of classification from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial for Jackson County Parcel Identification Numbers 85432004.000 and 85432005.000, located at 7305 Martin Bluff Road, Gautier, Mississippi.

SECTION 6. SETTING EFFECTIVE DATE AND APPEAL.

This Ordinance shall become effective thirty (30) days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician

Date: 06/08/2026

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ)

REQUEST:

The Planning Department has received a request from Henry Zuber III for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi. The request is to rezone 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ) The application fee of \$300 was paid on April 29, 2026. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

DISCUSSION:

1. Location: 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which compliment the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment

of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: 7305 Martin Bluff Road, PIDN's 85432004.000 & 85432005.000.

Location: Ward 5

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential.

Existing Land Use: Mobile Home and accessory structures (See Exhibit C)

Future Land Use: Low Density Residential (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the north. Split Zoning C-2 Community Commercial & R-1 to the South. R-1 Low Density Single-Family to the east and west.

HISTORY:

Historically, the Planning Commission and City Council have heard rezoning requests from citizens for Split Zoned lots and found that Split Zoning is a mistake. It has been found previously that zoning lines should follow parcel lines. Please see specific case histories listed below starting with the rezoning of the lots immediately north of the lots in question.

- GPC 25-26-RZ (7313 Martin Bluff – split zoned C-2/R-1 – rezoned to C-2)
- GPC 21-14-RZ (PID #82420170.000 & 82420180.000 HWY 57 – split zoned C-3/AG – rezoned to C-3)
- GPC 20-10-RZ (PID #82429240.000 Brown Rd – split zoned C-3/AG – rezoned to AG)

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Rezoning to a C-2 Community Commercial.

The City Council may:

1. Approve to Rezone the entire subject area to C-2 Community Commercial; or
2. Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 6.4.26 (#26-27-RZ)
2. Complete Packet 26-27-RZ

Excerpt from June 4, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request from Henry Zuber III for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi. The request is to rezone 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ)

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

REQUEST:

The Planning Department has received a request from Henry Zuber III for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi. The request is to rezone 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ) The application fee of \$300 was paid on April 29, 2026. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall

be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

UDO 5.3.3 R-1, Low Density Single-Family Residential District - Purpose and intent. The purpose of this district is to provide areas where the principal use of land is for single-family detached dwelling units and related recreational facilities which compliment the area and provide a balanced and attractive residential area. R-1 areas are to be specifically designed to provide for the quiet enjoyment of the uses therein. They should have well defined boundaries and be protected from the encroachment of commercial uses and heavy through traffic.

DATA AND ANALYSIS:

Property requested for Rezoning: 7305 Martin Bluff Road, PIDN's 85432004.000 & 85432005.000.

Location: Ward 5

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential.

Existing Land Use: Mobile Home and accessory structures (See Exhibit C)

Future Land Use: Low Density Residential (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the north. Split Zoning C-2 Community Commercial & R-1 to the South. R-1 Low Density Single-Family to the east and west.

HISTORY:

Historically, the Planning Commission and City Council have heard rezoning requests from citizens for Split Zoned lots and found that Split Zoning is a mistake. It has been found previously that zoning lines should follow parcel lines. Please see specific case histories listed below starting with the rezoning of the lots immediately north of the lots in question.

- GPC 25-26-RZ (7313 Martin Bluff – split zoned C-2/R-1 – rezoned to C-2)
- GPC 21-14-RZ (PID #82420170.000 & 82420180.000 HWY 57 – split zoned C-3/AG – rezoned to C-3)
- GPC 20-10-RZ (PID #82429240.000 Brown Rd – split zoned C-3/AG – rezoned to AG)

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

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

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the entire subject area to C-2 Community Commercial; or
2. Recommend that City Council deny the Rezoning.

Commissioner Hudson asked if there was anyone present in opposition to the proposed rezoning.

Camala Smith stated that she was opposed to the rezoning due to the proximity to her house on Laurel Glenn. (mistaking this Rezoning request with the request that was withdrawn before this meeting took place) Ms. Smith believed that there would be future conflict due to her rescue dogs that she keeps on her property. Ms. Smith also stated that she is not allowed to have a mobile home on her property, so she does not believe that someone else should be able to put homes on a property that was meant for commercial use.

Perry Dale Smith stated that he does not like how someone would come in and clear a property and then later come and find out that they needed special permission to put

houses on it. (Also mistaking this Rezoning with the request that was withdrawn before this meeting took place)

Scott Ankerson advised that the rezoning that is being discussed right now is to take a property that was split zoned C-2/R-1 and rezone it completely to a C-2 Community Commercial zone. This would not allow homes to be built on the lot.

Perry Dale Smith did not have any further objections after that explanation.

Commissioner Hudson stated that he wanted to give the committee another chance to state their concerns

Commissioner Decoteau advised that for years the city and code enforcement have struggled to keep these properties clean. Now, where the trailer is located on the property is starting to get run down and in need of repair. Commissioner Decoteau stated that he approves and applauds anyone who is willing to put in the effort to clean up the property.

Commissioner Hudson advised that this piece of property was abated and was going to be cleaned up by the city numerous times.

ACTION TAKEN:

Commissioner Buxton made a motion to recommend that City Council approve the Rezoning to a C-2 Community Commercial.

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

AYES:	Maurice Hudson
	Robert Williams
	Marquitta Buxton
	Greg Canada
	Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

June 4, 2026

GPC 26-27-RZ

Henry Zuber III

7305 Martin Bluff Road

PIDN #85432004.000 & 85432005.000

VII. NEW BUSINESS

2. Consider a request for a Property Owner Initiated Rezoning of Property located at 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 30, 2026

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ)

REQUEST:

The Planning Department has received a request from Henry Zuber III for a proposed Amendment of the Official Zoning Map of the City of Gautier, Mississippi. The request is to rezone 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 from split zoning C-2 Community Commercial and R-1 Low Density Single-Family Residential to C-2 Community Commercial. (GPC #26-27-RZ) The application fee of \$300 was paid on April 29, 2026. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: 7305 Martin Bluff Road, PIDN #85432004.000 & 85432005.000 (See Exhibit A)
2. Existing Zoning: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

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DATA AND ANALYSIS:

Property requested for Rezoning: 7305 Martin Bluff Road, PIDN's 85432004.000 & 85432005.000.

Location: Ward 5

Current Zoning of the Request Property: Split Zoned C-2 Community Commercial & R-1 Low Density Single-Family Residential.

Existing Land Use: Mobile Home and accessory structures (See Exhibit C)

Future Land Use: Low Density Residential (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the north. Split Zoning C-2 Community Commercial & R-1 to the South. R-1 Low Density Single-Family to the east and west.

HISTORY:

Historically, the Planning Commission and City Council have heard rezoning requests from citizens for Split Zoned lots and found that Split Zoning is a mistake. It has been found previously that zoning lines should follow parcel lines. Please see specific case histories listed below starting with the rezoning of the lots immediately north of the lots in question.

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REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

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

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the entire subject area to C-2 Community Commercial; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

1. Applicant’s Exhibit 1 – Application
2. City’s Exhibit A – Location Map
3. City’s Exhibit B – Existing Zoning Map

4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

26-27-R2

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>	<u>FEE:</u>
Zoning Change ✓	\$301.00
*Includes \$1.00 filing fee per MS Code §25-60-5	

Name of Applicant:

Henry "Hank" B. Zuber III

Name of Business:

HBZ LLC VII

Phone:

228-235-1193

Property Address:

Mailing Address (if Different):

503 Minor Land
Ocean Springs, MS 39564

E-Mail Address:

hank@zuberlaw.net

Reason for request, location and intended use of Property:

I was contacted to see if I had an interest in buying b/c I purchased + cleaned up the lots. I owned 2 lots north. These 2 lots are split zoned and I wish for both to be zoned C-2. I've had 2 people thank me for cleaning up the lots north and will be the same for the 2 lots. Lot 7 (\$5432005.000) and Lot 6 (\$5432004.000) Hastings S/D.

ATTACHMENTS REQUIRED AS APPLICABLE:

- _____ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits. *N/A - no project - it is split zone. wish to purchase and clean up now!*
- _____ 2. A detailed project narrative.
- N/A* _____ 3. Copy of protective covenants or deed restrictions, if any.
- N/A* _____ 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- _____ 5. Any other information requested by the Planning Director.

Signature of Applicant:



Date of Application:

4/29/26

FOR OFFICE USE ONLY

Date Received

4/29/26

Verify as Complete

Fee Amount Received

301.00

Initials of Employee Receiving Application

Bals

SECTION 4.15: Zoning Map Change (Rezoning)

A zoning map change involves the rezoning of property from one zoning classification to another or the extension of existing zoning district boundaries on the Official Zoning Map. When the public welfare justifies such action, the City Council may amend the Official Zoning Map.

4.15.1 Who May Initiate

A zoning map change may be initiated by the City Council, the Planning Commission or the property owner or agent of the owner provided that:

- A. Said property has not been denied a previous request for the same property or portion a property within the past twelve (12) months; and
- B. All procedures and provisions for a public hearing have been met.

4.15.2 Requests for Zoning Map Change (rezoning)

Applications for a Zoning Map Change (rezoning) may be filed on the appropriate application available from the Planning Department and shall provide all requested information and provide all requested attachments/submittals.

4.15.3 Criteria for Rezoning of Property

The Planning Commission shall not recommend approval of a rezoning and the City Council shall not rezone property unless the applicant has proven by clear and convincing evidence that either:

- A. There was a mistake in the original zoning, or
- B. The character of the surrounding area has changed to such an extent as to justify rezoning
AND there is a public need for additional property to be zoned in accordance with the request.

4.15.4 Three-Fifths Council Vote Needed

In accordance with *Mississippi Code Annotated Section 17-1-17 (1972)*, in case of a protest against such change signed by the owners of twenty (20) percent or more, either of the area of the lots included in such proposed change, or of those immediately adjacent to the rear thereof, extending one hundred sixty (160) feet therefrom or of those directly opposite thereto, extending one hundred sixty (160) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of three-fifths (3/5) of the members of the City Council who are not required by law or ethical considerations to recuse themselves.

4.15.5 Rezoning by Court Order

In the event rezoning is required pursuant to a court order specifically establishing the zoning classification to be applicable to the property which is the subject matter of the suit, the procedural requirements of the Unified Development Ordinance for rezoning property shall not apply. A certified copy of the final court order shall be filed with the Planning Director after all available time for appeal has expired. The Planning Director shall enter the zoning change on the official zoning map and place the certified copy of the court order in the immediate area of the official zoning map, and cause the zoning change to be entered in the minutes of the City Council.

4.15.6 Public Notification

In addition to the required public notices in a newspaper of regular and general circulation in the City at least fifteen (15) days prior to the public hearing, a notice shall be posted at City Hall and the effected property for the benefit of the public prior to a public hearing for a Zoning Map Change (Rezoning).

I, Jackie N. Hill, the fee simple owner of the following described property (address or parcel ID number(s) if no address assigned):

7305 Martin Bluff Rd
Gautier, MS 39553

hereby petition to the City of Gautier to allow Hank Zuber to
take care of the split entry fall C-2 and affirm that (name of person) Hank Zuber
Hank Zuber 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.

X Jackie Hill
(Owner's Signature)

The foregoing instrument was acknowledged before me this 12th day of December
20 25 by Jackie Hill, who
is personally known to me or has produced _____
as identification and who did take an oath.

Jolynda R. Moorer
(Printed Name of Notary Public)

Jolynda R. Moorer
(Signature of Notary Public)

Commission # 98909. My commission expires 8-30-27.

(Notary's Seal)



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

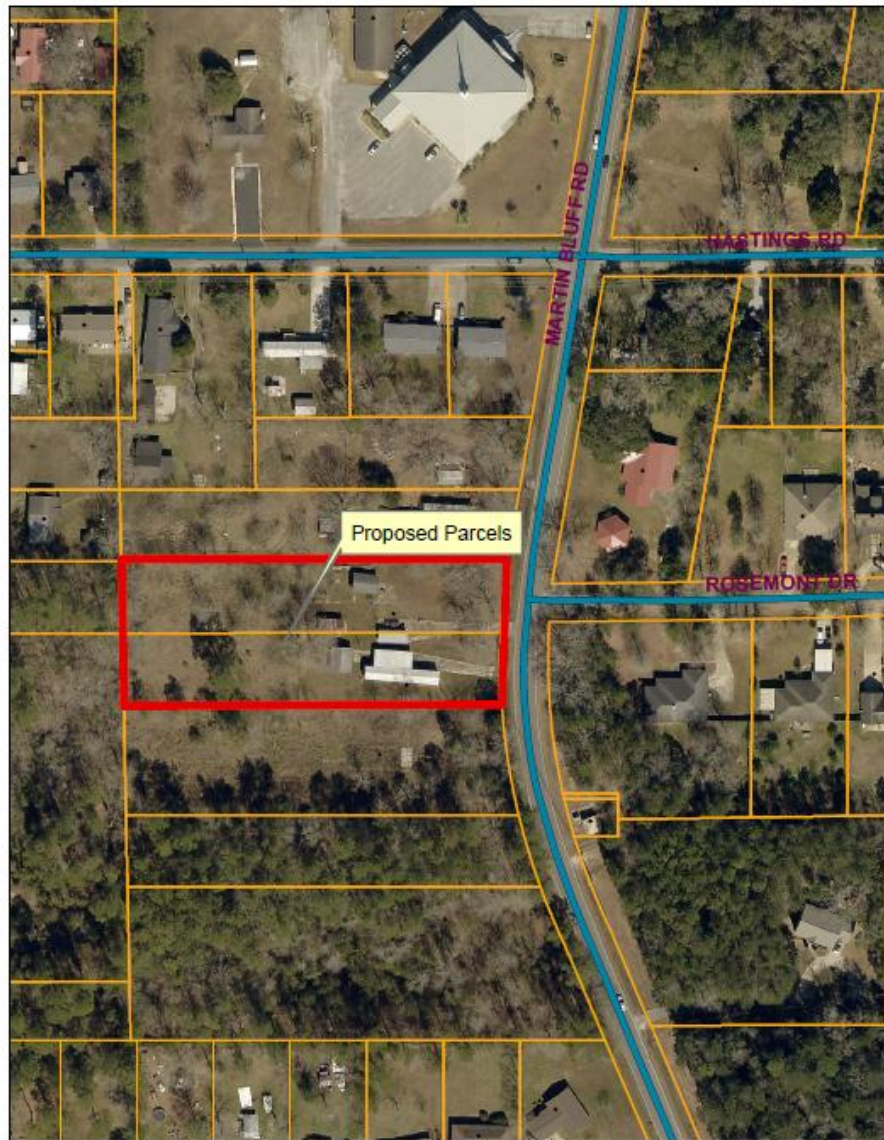


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

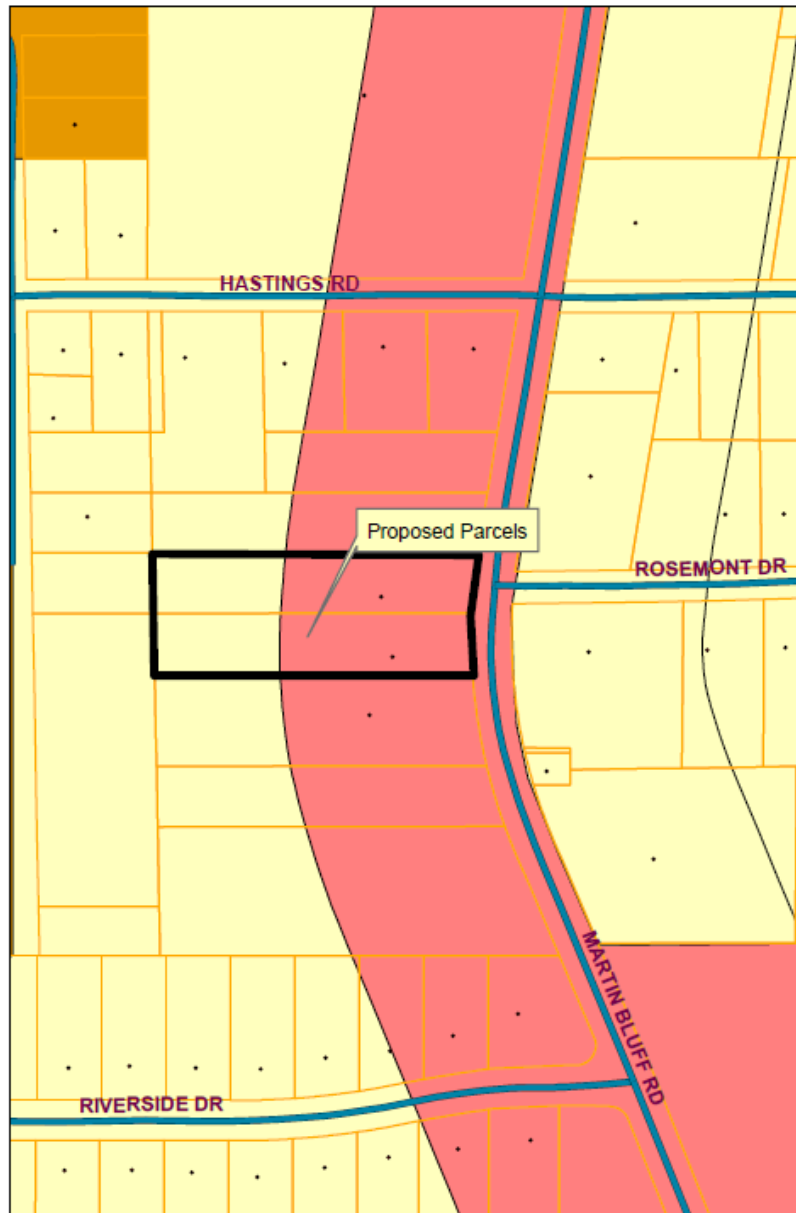


Exhibit C Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

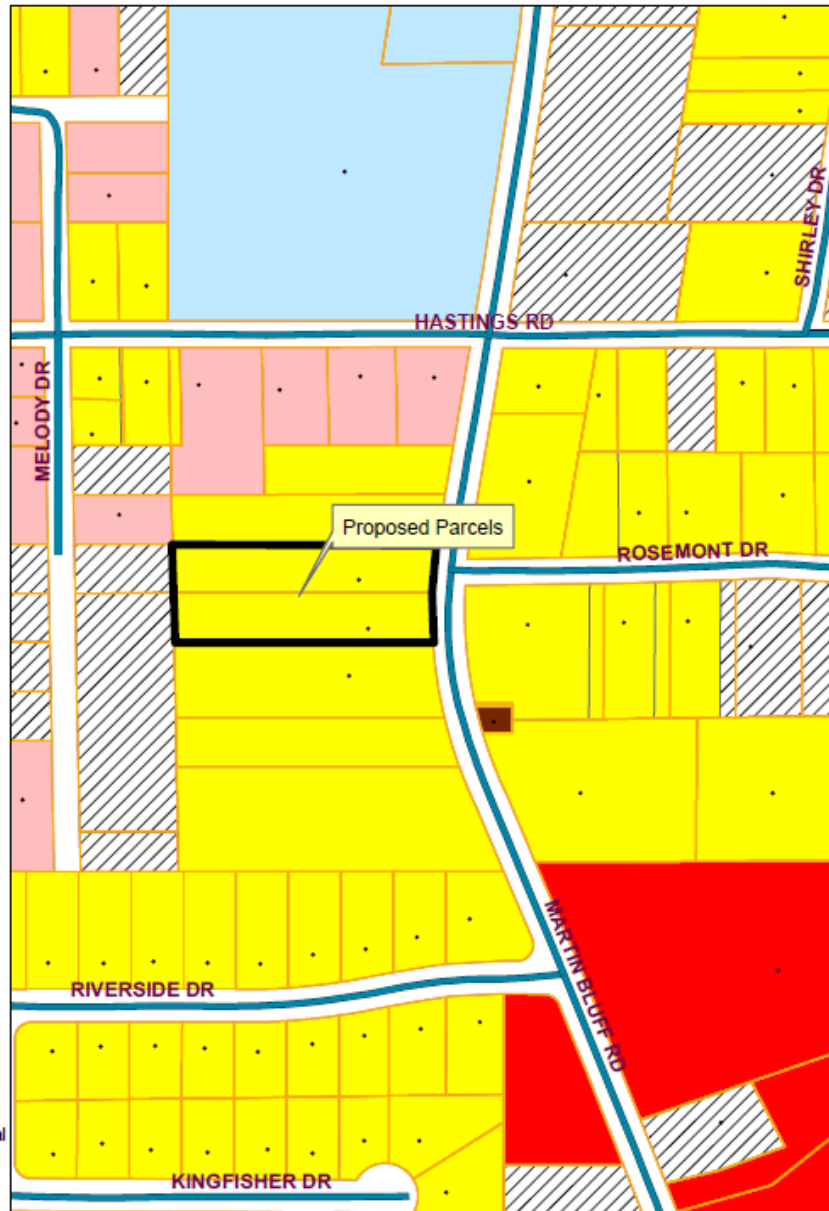


Exhibit D Future Land-Use

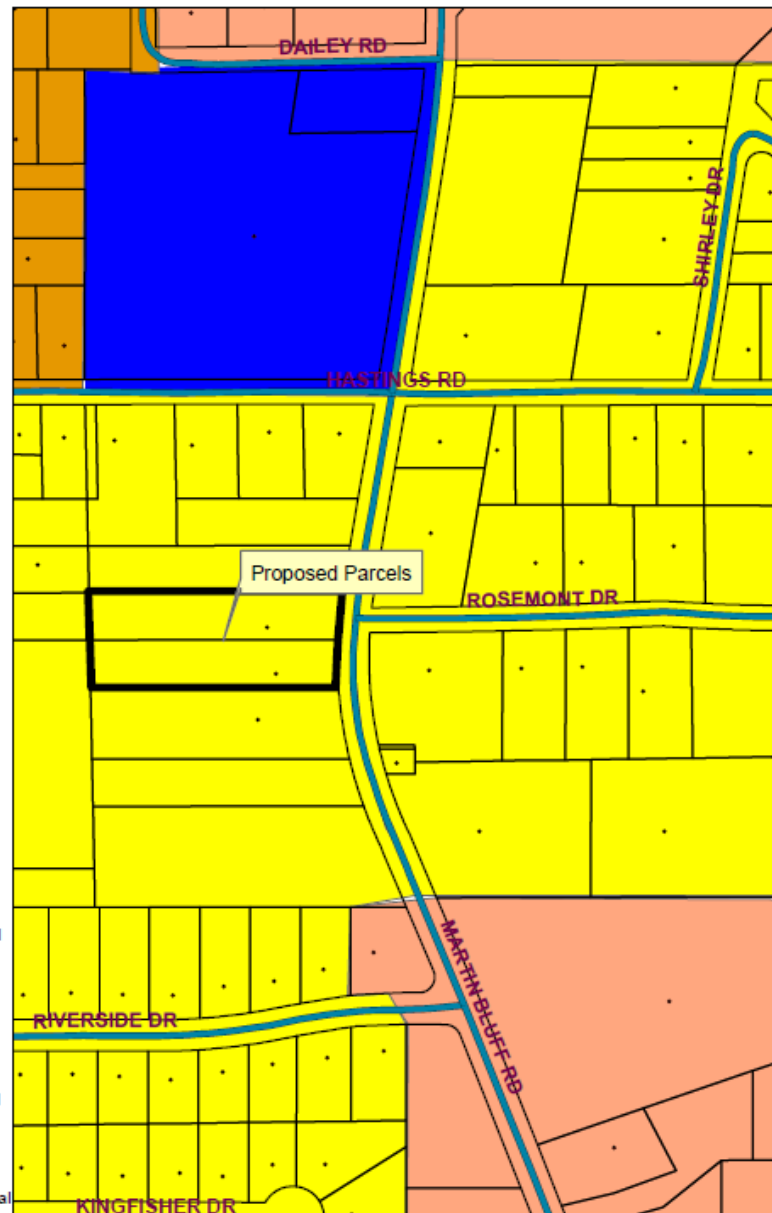
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



**CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet**

Council Meeting:

June 16, 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	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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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 16, 2026.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	262527	06/16/2026	06/04/2026			38,173.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		05292026	05/29/2026			38,173.08
001	ADVANCE AUTO PARTS	262530	06/16/2026	06/05/2026			54.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	DSL EXHAUST FLUID (1): FIRE		3613069381	05/10/2026			18.99
	001-161-638	WSHR FLUID BUG (2): FIRE		3613869658	05/18/2026			11.98
	001-161-638	25PK MICROFIBER TOWEL: FIRE		3614139868	05/21/2026			23.25
001	AUTO TRUCK AND TRAILER PARTS INC	262531	06/16/2026	06/05/2026			106.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	3/8 BRASS 90: E-5		331466	05/18/2026			6.00
	001-161-638	1/2 BRASS 90: E-5		331505	05/19/2026			4.95
	001-161-638	U JOINT, EMERY CLOTH: E-1		331691	05/27/2026			64.25
	001-161-638	FLAP WHEEL (2): E-1		331700	05/28/2026			17.45
	001-161-638	WIRE BRUSH WHEEL (3): E-1		331700	05/28/2026			14.10
001	AUTOZONE INC	262532	06/16/2026	06/05/2026			133.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	LF ABS SENSOR: #18237		4907009318	05/06/2026			61.35
	001-161-638	BRAKE PART CLNR(12): FIRE		4907012525	05/11/2026			35.88
	001-100-570	BRAKE PART CLNR(12): FIRE		4907012526	05/11/2026			35.88
001	CINTAS CORPORATION	262533	06/16/2026	06/05/2026			636.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAY 06 2026 MAINT		4268295580	05/06/2026			142.34
	001-205-535	MAY 13 2026 MAINT		4269014957	05/13/2026			142.34
	001-205-535	MAY 20 2026 MAINT		4269801652	05/20/2026			142.34
	001-205-535	MAY 28 2026 MAINT		4270589276	05/28/2026			209.63
001	BIENVILLE ANIMAL MEDICAL CENTER	262534	06/16/2026	06/05/2026			771.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM/TESTS/MEDS: SEFI		2249600	05/04/2026			865.25
	001-100-514	J/D CANINE 27.5# BAG: COOPER		2249670	05/05/2026			122.50
	001-100-514	GENERAL DISCOUNT: SEFI		2252266	06/02/2026			-216.31
001	BORDIS & DANOS PLLC	262535	06/16/2026	06/05/2026			6,052.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JUN 2026 RETAINER		156	06/02/2026			5,062.50
	001-060-602	LITIGATION: M BLUFF/G BRZ		156	06/02/2026			990.00
001	DIRECTV LLC	262539	06/16/2026	06/05/2026			184.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JUL)		X260614	06/14/2026			184.02
001	FOSTERS A/C & HEATING INC	262540	06/16/2026	06/05/2026			451.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	REPL 40/5 CAPACITOR: CFD		W1191072	05/14/2026			205.00
	001-170-635	REPL 40/5 CAPACITOR: SR BLDG		W1191353	05/20/2026			191.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC Account Number 001-092-635	262540	06/16/2026	06/05/2026			451.54	(CONTINUED)
		Description		Invoice #	Date	P.O.	Amount	
		ADD 2LBS 410 FREON: 2808 H90		00068325	05/22/2026			55.29
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	262541	06/16/2026	06/05/2026			172.00	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2026 4254VNBSY		3096497589	05/31/2026			172.00
001	M & E FEED & SEED Account Number 001-100-514 001-100-514 001-100-514 001-100-514	262542	06/16/2026	06/05/2026			193.96	
		Description		Invoice #	Date	P.O.	Amount	
		DOG FOOD (1)		4910	04/01/2026			55.99
		DOG FOOD (1)		4920	05/11/2026			58.99
		DOG FOOD (1)		4929	06/09/2026			56.99
		CHOKE CHAIN (1): SEFI		4929	06/09/2026			21.99
001	HOME TEAM TIRE & AUTO SERVICE Account Number 001-100-570 001-100-570	262543	06/16/2026	06/05/2026			64.20	
		Description		Invoice #	Date	P.O.	Amount	
		FLAT REPR-2 PLUGS: #12164		502795	05/12/2026			40.00
		FLAT REPR-PATCH: #10636		502794	05/12/2026			24.20
001	STATE TREASURER Account Number 001-000-300	262544	06/16/2026	06/05/2026			8,687.27	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2026 COURT ASSESSMENTS		05312026	06/01/2026			8,687.27
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	262545	06/16/2026	06/05/2026			674.00	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2026 SPECIAL ASSESSMENTS		05312026	06/01/2026			674.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	262546	06/16/2026	06/05/2026			50.00	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2025 INTERLOCK FEES		05312026	06/01/2026			50.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	262547	06/16/2026	06/05/2026			565.00	
		Description		Invoice #	Date	P.O.	Amount	
		MAY 2026 STATE ASSESSMENTS		05312026	06/01/2026			565.00
001	MS MUNICIPAL LEAGUE Account Number 001-001-681 001-001-681	262548	06/16/2026	06/05/2026			725.00	
		Description		Invoice #	Date	P.O.	Amount	
		MML CONF: VAUGHAN, C		43364	06/08/2026			375.00
		MML CONF: FULLER, L		43364	06/08/2026			350.00
001	RIDGDELL BROS INC Account Number 001-201-679 001-201-679 001-092-680	262549	06/16/2026	06/05/2026			2,604.99	
		Description		Invoice #	Date	P.O.	Amount	
		JUN 2026 LAWN MNT:HWY 90 INTS		23085416	05/18/2026			983.33
		JUN 2026 LAWN MNT: S HWY 90		23085418	05/18/2026			615.00
		JUN 2026 BED MNT: ENT SIGNS		23085419	05/18/2026			1,006.66
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	262551	06/16/2026	06/05/2026			445.25	
		Description		Invoice #	Date	P.O.	Amount	
		CITY FACILITIES		00476635	05/19/2026			445.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTSCONDUCTOR LLC DBA JARVIS	262554	06/16/2026	06/05/2026			86.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	2026 FOOTBALL (15)		6698	06/01/2026			59.25
	001-170-502	2026 CHEER (7)		6698	06/01/2026			27.65
001	WARREN PAVING INC	262555	06/16/2026	06/08/2026			197.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	1.93 TNS ASPHALT: ST REPRS		126661	05/29/2026			197.34
001	WASTE PRO - GAUTIER	262557	06/16/2026	06/08/2026			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRASIER PORT O LET	52247	266396	05/31/2026			35.00
	001-170-698	BACOT PORT O LET	55400	266405	05/31/2026			250.00
001	H2O INNOVATION OPERATION & MAINTENANCE	262559	06/16/2026	06/08/2026			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	MAY 2026 MAINT OPS		2026-05	05/31/2026			31,832.51
001	TYLER TECHNOLOGIES INC	262562	06/16/2026	06/08/2026			9,156.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-606	7/26-6/27 PERMIT/INSP	49464	00287413	06/01/2026			5,599.87
	001-090-606	7/26-6/27 LICENSE MGT	49464	00287413	06/01/2026			2,063.33
	001-090-606	7/26-6/27 P&I PORTAL	49464	00287413	06/01/2026			1,493.19
001	CREDIT CARD CENTER	262570	06/16/2026	06/08/2026			60.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MISC CHG (CR REQ)		04302026	05/04/2026			33.30
	001-092-698	MISC FINANCE CHG		05272026	05/27/2026			27.14
001	O'REILLY AUTO PARTS	262571	06/16/2026	06/08/2026			2,661.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	HTR OUTLET ASSY: 12457		1978406931	04/29/2026			54.89
	001-100-570	OIL FLTR(4); ANTIFRZ (3)		1978406931	04/29/2026			101.97
	001-100-570	HTR INLET ASSY: 12457		1978406934	04/29/2026			138.59
	001-100-570	VAC CONNECT;SYL BULB(2):12457		1978406934	04/29/2026			46.80
	001-100-570	QT OIL (6): PD UNIT		1978406934	04/29/2026			32.48
	001-100-570	ORING LUBE;SILICONE;LOCTITE		1978406952	04/29/2026			37.47
	001-100-570	WIPER (2); QT OIL (13): PD		1978407066	04/30/2026			111.43
	001-100-570	QT OIL (7): 19685		1978407077	04/30/2026			44.97
	001-100-570	BATT CHRGR; GAS CAN: 12417		1978407147	05/01/2026			73.98
	001-161-638	GAL OIL (2): E-5		1978407495	05/04/2026			35.98
	001-100-570	SHUDDER FIX (2): 16955		1978407586	05/05/2026			25.98
	001-161-638	BODY MNT KIT-CORE(2): 43104		1978407823	05/07/2026			179.08
	001-161-638	BODY MNT KIT-REAR(2): 43104		1978407828	05/07/2026			152.93
	001-161-638	BODY MNT KIT-MID: 43104		1978408192	05/11/2026			89.17
	001-161-638	RTN CR: BODY MNT KIT-REAR		1978408192	05/11/2026			-63.02
	001-205-570	QT OIL(5); FLTR: 06577		1978408194	05/11/2026			31.93
	001-170-639	QT OIL (2); OIL FLTR: MOWER		1978408205	05/11/2026			18.92
	001-100-570	BRK PADS; ROTOR (2): 52164		1978408260	05/12/2026			164.99
	001-161-638	BODY MNT KIT-FRNT(2): 43104		1978408261	05/12/2026			178.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	262571	06/16/2026	06/08/2026			2,661.56	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-638	TIE ROD INNER/OUTER(4): 13408	1978408318	05/12/2026			144.08	
	001-170-638	HUB BEARING ASSY: 13408	1978408319	05/12/2026			153.41	
	001-170-638	QT OIL (6); FLTR: 13408	1978408378	05/13/2026			40.40	
	001-170-638	AIR FLTR; GLUE: 13408	1978408378	05/13/2026			24.24	
	001-161-638	FUEL FLTR; AIR FLTR: 43104	1978408402	05/13/2026			121.65	
	001-161-638	15Q OIL;FLTR; FUEL TRMT:43104	1978408466	05/14/2026			163.05	
	001-161-638	SYL MINI BULB(2): E-2	1978408508	05/14/2026			48.58	
	001-161-638	RTN CR: SYL MINI BULB(2)	1978408513	05/14/2026			-48.58	
	001-161-638	TAIL LAMP SOCKET: E-2	1978408513	05/14/2026			9.94	
	001-161-638	FLASHER MODULE: E-4	1978408914	05/18/2026			17.09	
	001-205-570	ROTOR (2);LUG NUT(14): 06577	1978408929	05/18/2026			149.06	
	001-161-638	RTN CR: FLASHER MODULE	1978409000	05/19/2026			-17.09	
	001-161-638	RTN CR: TAIL LAMP SOCKET	1978409000	05/19/2026			-9.94	
	001-161-638	FLASHER: E-4	1978409000	05/19/2026			17.10	
	001-205-570	CR RTN: LUG NUT (14)	1978409009	05/19/2026			-109.06	
	001-205-570	LUB NUT (16): 06577	1978409009	05/19/2026			56.16	
	001-100-570	BATTERY: 13634	1978409152	05/20/2026			218.39	
	001-100-570	SPARK PLUG;SP REPR KIT: 12301	1978409240	05/21/2026			55.46	
	001-100-570	IGNITION COIL: 12301	1978409240	05/21/2026			32.14	
	001-170-639	PUSH BUTTON: BACOT SPLASH PAD	1978409323	05/22/2026			13.36	
	001-170-639	PUSH BUTTON: BACOT SPLASH PAD	1978409331	05/22/2026			13.36	
	001-100-570	TOUCH UP PAINT: 19685	1978409930	05/28/2026			23.99	
	001-170-639	QT OIL (11): REC MOWERS	1978409937	05/28/2026			87.89	
001	LOWE'S	262592	06/16/2026	06/09/2026			2,787.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-634	4" ZINC GATE HK & EYE	978469	04/27/2026			3.78	
	001-205-635	GAL JOINT COMPOUND: 2808 H90	981323	04/28/2026			10.43	
	001-205-635	JOINT KNIFE;DRYWALL: 2808 H90	982403	04/28/2026			35.97	
	001-170-577	ORTHENE 12OZ FIRE ANT (12)	984682	04/29/2026			102.60	
	001-170-577	SPEC WASP/HORNET SPRAY (6)	984682	04/29/2026			44.94	
	001-170-559	KB POLARIZED SFTY GLASSES	984682	04/29/2026			28.48	
	001-205-635	GAL JOINT COMPOUND: 2808 H90	984567	04/29/2026			10.43	
	001-161-510	MOP HEAD REFILL 2PK: NFD	984938	04/29/2026			16.61	
	001-161-559	3X5 US FLAG; 50' ROPE: SFD	989738	04/30/2026			54.68	
	001-170-634	OSB SHEATHING; 25CT MTL SCREW	987549	04/30/2026			16.08	
	001-170-559	3M EARMUFF; XL PADDED GLOVES	987549	04/30/2026			39.86	
	001-092-510	13G FLEX TRASH BAG 130CT	994136	05/02/2026			16.61	
	001-205-635	ROLLER COVER 2PK; GAL PAINT	974336	05/05/2026			34.64	
	001-205-635	9.5 ROLLER COVER: 2808 H90	978678	05/06/2026			5.68	
	001-092-559	BRASS KEY (6): 2808 HWY 90	977761	05/06/2026			28.38	
	001-205-559	20OZ STL FRAMING HAMMER	979987	05/07/2026			26.58	
	001-170-559	GAL TANK SPRAYER;RAID INSECT	979917	05/07/2026			23.14	
	001-170-559	16G COMMANDER TOTE (2)	990526	05/11/2026			22.76	
	001-170-634	SPRAY PAINT (2): CP RESTRM	990526	05/11/2026			13.26	
	001-170-638	BLK ALUM TOOL BOX: 2026 DODGE	993876	05/12/2026			452.20	
	001-170-639	3PRONG NUT (6); 6CT SCREW	994872	05/12/2026			19.62	
	001-205-635	GAL PAINT;TRAY;2PK MINI ROLLER	997786	05/13/2026			63.79	
	001-205-635	4.5" SQ DOOR HINGE: 2808 H90	997786	05/13/2026			19.93	
	001-092-520	2CF RED MULCH (140):VET TOWER	997322	05/13/2026			442.40	
	001-205-559	6PC ADJ DOOR LOCK KIT	996968	05/13/2026			29.43	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWE'S	262592	06/16/2026	06/09/2026			2,787.49	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-559	BRASS KEY (2): 2808 HWY 90	996973	05/13/2026			9.46	
	001-092-635	32W 2' T8 FL BULB (6): CHALL	970512	05/14/2026			45.48	
	001-092-635	60W LED A19 BULB 16PK: CHALL	970512	05/14/2026			18.98	
	001-170-559	DW 6" RECIP SAW BLADE 5PK	983172	05/18/2026			13.28	
	001-170-559	4.5" 40G DISC; 4.5" 60G DISC	983172	05/18/2026			22.76	
	001-170-559	DS 30LB MOUNTING TAPE 33'	983172	05/18/2026			21.74	
	001-170-559	FISKARS PWERGEAR2 LOPPER	983172	05/18/2026			47.48	
	001-205-559	5"X1000' STRETCH WRAP	984753	05/18/2026			24.10	
	001-205-559	20"X1000' STRETCH WRAP	984753	05/18/2026			28.48	
	001-205-559	HD PACKING TAPE W/ DISP	984753	05/18/2026			6.63	
	001-205-559	DUCK PRO BLACK DUCT TAPE	986702	05/19/2026			7.58	
	001-100-635	KEYED DOOR LEVER: DISPATCH	988524	05/19/2026			71.23	
	001-092-635	5000 BTU PORTEBL AC: 2808 H90	987453	05/19/2026			331.55	
	001-161-639	PROPANE TANK EXCHG (2): FD	989794	05/20/2026			41.76	
	001-161-639	SS HEAT PLATE(2);SCRPR BRUSH	989794	05/20/2026			37.94	
	001-170-577	HD COMBO LOCK: BD PRESS BOX	989466	05/20/2026			18.03	
	001-205-635	33SF SHINGLES;25LF RIDGE SHNGL	992837	05/21/2026			101.14	
	001-205-635	LEAD VENT W/ ROOF FLSHG (2)	992837	05/21/2026			37.96	
	001-205-635	1LB ROOFING NAIL: 2808 HWY90	992837	05/21/2026			6.16	
	001-092-520	2CF RED MULCH (17): CHALL	995688	05/21/2026			32.30	
	001-092-559	1LB 3" CONST SCREW 72CT	995688	05/22/2026			9.96	
	001-161-635	TOILET SEAT: CFD	997095	05/22/2026			32.28	
	001-161-559	NIAGARA 32CT WATER (8)	997095	05/22/2026			49.28	
	001-161-559	5G TOTE (2); 30CT MF TOWEL	973538	05/24/2026			31.29	
	001-161-559	48CT TERRY TOWEL (2)	973538	05/24/2026			34.16	
	001-161-559	24X36 RUBBER INDOOR MAT	973538	05/24/2026			36.94	
	001-161-559	20X32 KITCHEN MAT	973538	05/24/2026			18.98	
	001-161-559	23X38 COVRD OD DOORMAT (2)	973538	05/24/2026			58.86	
	001-161-559	SOFT BRISTLE DECK BRUSH (2)	973538	05/24/2026			29.42	
001	TEC	262593	06/16/2026	06/09/2026			162.15	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	1293449	06/01/2026			162.15	
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC	262594	06/16/2026	06/09/2026		759.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	APR 2026 ACCT 6006920	202604-1	05/01/2026			419.33	
	001-100-699	MAY 2026 ACCT 6006920	202605-1	06/01/2026			340.00	
001	ACE DATA STORAGE INC	262595	06/16/2026	06/09/2026			126.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MAY 2026 SHREDDING SERVICE	207691	06/01/2026			126.00	
001	C SPIRE WIRELESS	262597	06/16/2026	06/09/2026			540.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-606	NCIC EQUIP CHG 300652433	0652433-60	06/01/2026			540.00	
001	DELTA UTILITIES	262598	06/16/2026	06/09/2026			57.76	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	SOUTH FIRE:4/23-5/22/26	11000999-0	05/29/2026			57.76	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA UTILITIES	262599	06/16/2026	06/09/2026			63.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:4/26-5/22/26		11000885-1	05/29/2026			63.32
001	RJ YOUNG COMPANY LLC	262600	06/16/2026	06/09/2026			351.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV8087635	06/05/2026			351.40
001	RJ YOUNG COMPANY LLC	262601	06/16/2026	06/09/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	UNL-J9NI00-01 RENTAL FEE		INV8084025	06/03/2026			398.92
001	SPARKLIGHT	262604	06/16/2026	06/09/2026			134.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2026:CFD 49000		05232026	06/22/2026			134.71
001	SPARKLIGHT	262605	06/16/2026	06/09/2026			146.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JUN 2026:GARAGE 17239		05202026	06/19/2026			146.00
001	SPARKLIGHT	262607	06/16/2026	06/09/2026			114.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2026:NFD 35678		05232026	06/22/2026			114.76
001	SPARKLIGHT	262608	06/16/2026	06/09/2026			114.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2026:SFD 32212		05232026	06/22/2026			114.76
001	SPARKLIGHT	262609	06/16/2026	06/09/2026			257.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2026:BACOT 22221		05232026	06/22/2026			257.88
001	SINGING RIVER ELECTRIC COOPERATIVE	262614	06/16/2026	06/10/2026			98.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	WM PAYNE 100245001		05182026	05/26/2026			63.55
	001-170-631	ROUNDAABOUT 102311004		05182026	05/26/2026			35.00
001	SINGING RIVER ELECTRIC COOPERATIVE	262615	06/16/2026	06/10/2026			502.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHTS 10138		05192026	05/27/2026			128.00
	001-170-631	BACOT LIGHTS 10137		05192026	05/27/2026			374.60
001	SINGING RIVER ELECTRIC COOPERATIVE	262616	06/16/2026	06/10/2026			10,592.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		05182026	05/26/2026			7,628.29
	001-201-633	WM PAYNE 10054-100244008		05182026	05/26/2026			60.04
	001-092-631	CITY HALL-121669001-10054		05182026	05/26/2026			887.89
	001-170-631	FRAZIER PARK 10054		05182026	05/26/2026			72.30
	001-170-631	SENIOR BLDG 10054		05182026	05/26/2026			219.23
	001-161-631	CENTRAL FD 10054		05182026	05/26/2026			377.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	262616	06/16/2026	06/10/2026			10,592.27	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-631	HWY 90 SIGN 10054		05182026	05/26/2026			35.00
	001-170-631	CITY PARK 10054		05182026	05/26/2026			271.49
	001-092-631	PUBLIC WORKS 10054		05182026	05/26/2026			218.34
	001-201-629	SIGNAL LIGHTS 10054		05182026	05/26/2026			822.49
001	SINGING RIVER ELECTRIC COOPERATIVE	262617	06/16/2026	06/10/2026			378.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		05182026	05/26/2026			67.97
	001-170-631	CITY PARK RSTRMS 89912001		05182026	05/26/2026			112.64
	001-170-631	FRAZIER RSTRMS 98546001		05182026	05/26/2026			55.01
	001-170-631	SRM VENUE 104312012		05182026	05/26/2026			35.00
	001-170-631	SRM PW BOX 8 104459007		05182026	05/26/2026			35.00
	001-170-631	FITNESS TRAIL 109268001		05182026	05/26/2026			37.74
	001-170-631	DOLPHIN PW BOX 6 110759006		05182026	05/26/2026			35.00
001	SINGING RIVER ELECTRIC COOPERATIVE	262618	06/16/2026	06/10/2026			910.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		05182026	05/26/2026			48.03
	001-201-633	DOLPHIN ST 94988002		05182026	05/26/2026			53.15
	001-201-633	DOLPHIN ST 94989002		05182026	05/26/2026			71.99
	001-201-633	DOLPHIN ST 94990002		05182026	05/26/2026			737.57
001	HENZE HAULING & LANDFILL CO LLC	262619	06/16/2026	06/10/2026			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2CY CONC AGG:RD REPR-COLL CIR		88	06/03/2026			90.00
001	SINGING RIVER ELECTRIC COOPERATIVE	262620	06/16/2026	06/10/2026			2,118.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		05182026	05/26/2026			1,641.29
	001-201-629	SIGNAL LIGHTS 89113001		05182026	05/26/2026			71.44
	001-201-633	STREET LIGHTS 90345002		05182026	05/26/2026			173.81
	001-092-631	RECORDS BLDG 90790001		05182026	05/26/2026			185.98
	001-201-633	BELK SIGN 97127001		05182026	05/26/2026			46.07
001	SINGING RIVER ELECTRIC COOPERATIVE	262622	06/16/2026	06/10/2026			468.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		05192026	05/27/2026			302.17
	001-170-631	BACOT SPLASHPAD 103751001		05192026	05/27/2026			36.75
	001-170-631	BACOT UPGRADES 113730001		05192026	05/27/2026			69.79
	001-170-631	BACOT 114484001		05192026	05/27/2026			59.64
001	MICHAEL ROY	262628	06/16/2026	06/10/2026			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	DJ SERVICES: JULY 2 EVENT		2026-0702	07/02/2026			300.00
001	DEREK P HEDMAN	262630	06/16/2026	06/10/2026			107.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIM:MSFA		02262026	02/28/2026			107.13

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	262632	06/16/2026	06/10/2026			893.07	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-511	SUPPLIES: MOTHERS DAY EVENT	05062026	05/07/2026			181.03	
	001-094-681	TOLLS: HURRICANE CONF	05072026	05/07/2026			11.70	
	001-092-606	ONEWAY APP: MAY 2026	05072026	05/08/2026			75.00	
	001-161-681	2024 CODE BOOKS (2)	05092026	05/11/2026			277.50	
	001-170-511	SUPPLIES: SENIOR LUNCHEON	05192026	05/20/2026			203.71	
	001-205-570	TRUCK U-JOINT	05262026	05/27/2026			109.99	
	001-205-559	HEADLAMP;UTY KNIFE;3PC SOCKET	05262026	05/27/2026			34.14	
001	FUELMAN	262633	06/16/2026	06/10/2026			3,613.10	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP70566184	06/01/2026			56.16	
	001-100-525	UNL FUEL	NP70566184	06/01/2026			2,546.70	
	001-161-525	UNL&DSL FUEL	NP70566184	06/01/2026			607.92	
	001-170-525	UNL FUEL	NP70566184	06/01/2026			402.32	
001	FUELMAN	262635	06/16/2026	06/10/2026			4,430.61	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP70638990	06/08/2026			178.02	
	001-092-525	UNL FUEL	NP70638990	06/08/2026			66.51	
	001-100-525	UNL FUEL	NP70638990	06/08/2026			2,969.79	
	001-161-525	UNL&DSL FUEL	NP70638990	06/08/2026			782.38	
	001-170-525	UNL FUEL	NP70638990	06/08/2026			389.47	
	001-205-525	UNL FUEL	NP70638990	06/08/2026			44.44	
001	SPARKLIGHT	262637	06/16/2026	06/10/2026			112.08	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-698	JUN 2026:SR BLDG 48895	06012026	06/30/2026			112.08	
001	SPARKLIGHT	262638	06/16/2026	06/10/2026			139.06	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	JUN 2026:CTY HALL 17254	06012026	06/30/2026			139.06	
001	CATALIS COURTS AND LAND RECORDS LLC	262639	06/16/2026	06/10/2026			1,968.23	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-010-698	JUN 2026 COURT SUPPORT	308375665	06/10/2026			1,968.23	
001	BUTLER SNOW LLP	262640	06/16/2026	06/11/2026			27,167.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-001-688	TC DEVELOPMENT PSA	10526741	05/20/2026			13,839.00	
	001-001-688	TC DEVELOPMENT PSA	10530912	06/09/2026			13,268.00	
	001-001-688	OTHER COSTS/EXPENSES	10530912	06/09/2026			60.00	
001	REYNOLDS WHOLESALE CO	262643	06/16/2026	06/11/2026			283.48	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-510	BLEACH 6CT GAL/CS (2)	80747	05/18/2026	260998		55.90	
	001-161-510	MFB TOWEL #1508 (6)	80747	05/18/2026	260998		167.70	
	001-161-510	409 SPRAY 12CT/CS	80747	05/18/2026	260998		59.88	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	262645	06/16/2026	06/11/2026			20.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT: DODSON, ANTHONY		14348	06/04/2026	261031		20.00
001	DUNAWAY SIGNS INC	262650	06/16/2026	06/11/2026			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	18X24 CORR PLASTIC SIGN (20)		47836	06/03/2026	261036		235.00
	001-090-615	WIRE STAKE (20)		47836	06/03/2026	261036		45.00
001	HOME TEAM TIRE & AUTO SERVICE	262651	06/16/2026	06/11/2026			2,956.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT(4): 12075		502656	05/12/2026	260901		479.56
	001-100-638	INSTALL PKG: 12075		502656	05/12/2026	260901		93.40
	001-100-638	4 WHL ALIGNMENT: 12075		502656	05/12/2026	260901		89.99
	001-170-638	TPMS SENSOR (4): REC 13408		502804	05/13/2026	260991		359.96
	001-205-570	TPMS SENSOR (2): FOCUS 06577		502785	05/20/2026	260979		179.98
	001-170-638	FS TRANSFORCE AT2 (4): 65632		502861	05/21/2026	261019		693.32
	001-170-638	INSTALL PKG: 65632		502861	05/21/2026	261019		75.40
	001-170-638	TIRE DISPOSAL FEE: 65632		502861	05/21/2026	261019		18.00
	001-170-638	ALIGNMENT: 65632		502861	05/21/2026	261019		89.99
	001-170-638	FS TRANSFORCE AT2 (4): 03206		502862	05/21/2026	261018		693.32
	001-170-638	INSTALL PKG: 03206		502862	05/21/2026	261018		75.40
	001-170-638	TIRE DISPOSAL FEE: 03206		502862	05/21/2026	261018		18.00
	001-170-638	ALIGNMENT: 03206		502862	05/21/2026	261018		89.99
001	IMAGES GALORE SIGNS LLC	262653	06/16/2026	06/11/2026			123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	12" VINYL DECAL (4)		26.0593	05/18/2026	260993		88.00
	001-170-559	SET NAVY VINYL LETTERS		26.0593	05/18/2026	260993		35.00
001	SUN HERALD ADVERTISING	262656	06/16/2026	06/11/2026			76.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC 26-24-SE		IN148730	05/31/2026	261004		25.77
	001-090-615	PUBLIC NOTICE: GPC 26-25-RZ		IN148731	05/31/2026	261004		25.00
	001-090-615	PUBLIC NOTICE: GPC 26-27-RZ		IN148732	05/31/2026	261004		26.02
001	DOUBLE R GAUTIER LLC	262658	06/16/2026	06/11/2026			560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	WATER (168)		332887	06/05/2026	261070		560.00
001	SYLVANE INC	262659	06/16/2026	06/11/2026			1,855.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	MINI SPLIT HEAT PUMP 24000BTU		IN10828	05/12/2026	260978		1,720.20
	001-092-635	WARRANTY COVERAGE #217		IN10828	05/12/2026	260978		79.00
	001-092-635	WALL MOUNT BRACKET: 2808 H90		IN10828	05/12/2026	260978		56.40
001	LARRY NORWOOD	262660	06/16/2026	06/11/2026			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	SNOWBALLS: 7/02/26 EVENT		00001	06/09/2026	261108		300.00

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001	DENNY C KIMBALL	262661	06/16/2026	06/11/2026			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	CREATE DESIGN: NEW FD PATCH		PO261082	06/04/2026	261082		400.00
001	SUMMIT TOPCO LP	262662	06/16/2026	06/11/2026			8,569.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REPR PARTS: 12459		208103636	05/04/2026	261007		3,835.65
	001-100-638	BODY LABOR 36.40 HRS		208103636	05/04/2026	261007		2,548.00
	001-100-638	PAINT LABOR 15.30 HRS		208103636	05/04/2026	261007		1,071.00
	001-100-638	MECHANICAL LABOR 2 HRS		208103636	05/04/2026	261007		250.00
	001-100-638	PAINT; MATRLS; MISC: 12459		208103636	05/04/2026	261007		864.35
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	262663	06/16/2026	06/11/2026			441.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	DYMO LABEL TAPE BLK 2PK		6064264123	05/22/2026	261016		8.34
	001-090-500	DYMO LABEL TAPE WHT		6064264123	05/22/2026	261016		5.03
	001-090-500	STPLS MED BINDER CLIP 24PK		6064264123	05/22/2026	261016		3.57
	001-090-500	OM LRG BINDER CLIP 16PK		6064264123	05/22/2026	261016		10.89
	001-090-500	STPLS 1" BINDER CLIP 12PK		6064264123	05/22/2026	261016		2.19
	001-090-500	EXPO CHISEL TIP ASRT 8PK (2)		6064264123	05/22/2026	261016		20.12
	001-090-500	KRAFT ENVELOPE LGL 100CT		6064264123	05/22/2026	261016		67.69
	001-090-500	LGL FOLDER MANILLA 100CT (2)		6064264123	05/22/2026	261016		46.46
	001-090-500	HP305A REMN BLK SY TONER (2)		6064264123	05/22/2026	261016		122.52
	001-090-500	HP305A REMN C/M/Y SY TONER		6064264123	05/22/2026	261016		137.46
	001-090-500	BIC BRIGHT HIGHLIGHTER 5PK		6064264123	05/22/2026	261016		2.29
	001-090-500	ADDRESS LABEL 1X2-5/8 WHITE		6064264123	05/22/2026	261016		15.09
001	ACE HARDWARE OF OCEAN SPRINGS	262665	06/16/2026	06/11/2026			156.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	FUEL DISP/CLNG FEE: MS 460		41589649	05/29/2026	261027		7.50
	001-161-639	SPARK PLUG		41589649	05/29/2026	261027		8.40
	001-161-639	COVER #11280211102		41589649	05/29/2026	261027		7.58
	001-161-639	GUARD		41589649	05/29/2026	261027		16.31
	001-161-639	COVER #11280211105		41589649	05/29/2026	261027		3.05
	001-161-639	WORM		41589649	05/29/2026	261027		13.35
	001-161-639	NEEDLE CAGE		41589649	05/29/2026	261027		13.68
	001-161-639	PAWL (2)		41589649	05/29/2026	261027		7.06
	001-161-639	STARTER ROPE		41589649	05/29/2026	261027		11.70
	001-161-639	STIHL LABOR: MS 460 REPR		41589649	05/29/2026	261027		67.50
001	SPORTABOUT	262666	06/16/2026	06/11/2026			1,244.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	BASEBALL/SOFTBALL AWARD (82)		12875	05/28/2026	260989		574.00
	001-170-503	ENGRAVED PLATE (15)		12875	05/28/2026	260989		22.50
	001-170-503	ALL STAR BASEBALL JERSEY (24)		12875	05/28/2026	260989		648.00
001	REEVES COMPANY INC	262667	06/16/2026	06/11/2026			158.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	#69 NAMEPLATE (4)		538272	05/14/2026	260964		69.08
	001-100-535	SERVICE ATTACHMENT (4)		538272	05/14/2026	260964		82.24

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001	REEVES COMPANY INC	262667	06/16/2026	06/11/2026			158.32	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SHIPPING		538272	05/14/2026	260964		7.00
001	QUALITY TREE AND DEBRIS LLC	262668	06/16/2026	06/11/2026			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	TRIM OAK: IOWANA/MBLUFF ROW		05282026	05/28/2026	261038		800.00
	001-201-698	REMOV PINE TREE: BOXWOOD ROW		03062026	03/06/2026	260687		1,000.00
001	COASTAL FIRE AND SAFETY LLC	262670	06/16/2026	06/11/2026			245.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	PARTS: ACCESS PROXIMITY RDR		38185	02/01/2026	260485		245.00
001	STERLING PETROLEUM PRODUCTS INC	262671	06/16/2026	06/11/2026			1,108.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	55 GAL PROGUARD 5W20 OIL (2)		120518	05/01/2026	260903		1,100.00
	001-100-570	MS STATE OIL FEE		120518	05/01/2026	260903		8.80
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	262672	06/16/2026	06/11/2026			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	ELEM - FIRST LINE SUPERVISOR		C65862A	06/03/2026	260984		450.00
	001-022-660	ELEM - MIDDLE MANAGER		C65862A	06/03/2026	260984		114.00
	001-022-660	SHIPPING & HANDLING		C65862A	06/03/2026	260984		26.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	262673	06/16/2026	06/11/2026			1,008.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FLEXRS NAVY SUPERSHIRT		AR004005	05/28/2026	260911		84.99
	001-100-535	SS NAVY POLY SUPERSHIRT		AR004005	05/28/2026	260911		74.99
	001-100-535	4PKT NAVY POLY PANTS		AR004005	05/28/2026	260911		74.99
	001-100-535	FLEXRS NAVY SS BASE SHIRT		AR004005	05/28/2026	260911		69.00
	001-100-535	FLEXRS LS NAVY ARMORSKIN SHRT		AR004005	05/28/2026	260911		74.99
	001-100-535	FLEXRS NAVY TAC PANTS		AR004005	05/28/2026	260911		79.00
	001-100-535	BUCKLELESS DUTY BELT		AR004005	05/28/2026	260911		40.06
	001-100-535	BUCKLELESS DUTY BELT LINED		AR004005	05/28/2026	260911		77.96
	001-100-535	FT 5" AERO TAC MID BOOT 9.5W		AR004005	05/28/2026	260911		100.00
	001-100-559	STREAMLIGHT TLR-1 (2)		AR001498	04/06/2026	260791		332.98
001	BLADES GROUP LLC	262674	06/16/2026	06/11/2026			2,604.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	ROCK ASPHALT 50LB BAG (124)		18053220	05/26/2026	261020		2,604.00
001	CANNON PAF LLC	262675	06/16/2026	06/11/2026			208.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AB BELT: 18237		251930	05/11/2026	260959		176.92
	001-161-638	AIR TEMP SENSOR: C-33 43104		251939	05/11/2026	260960		31.20
001	OCCUPATIONAL HEALTH CENTER INC	262676	06/16/2026	06/11/2026			220.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE EMP PHYS: SNOW, L		434480	06/03/2026	260942		75.00
	001-022-604	QK DRUG SCRIN: SNOW, LAURIE		434480	06/03/2026	260942		35.00
	001-022-604	PRE EMP PHYS: MCCAULEY-SWAIM		434480	06/03/2026	261064		75.00
	001-022-604	QK DRG SCRIN: MCCAULEY-SWAIM		434480	06/03/2026	261064		35.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PSYCHOLOGICAL RESOURCES INC	262680	06/16/2026	06/11/2026			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE-EMP PSYCH EVAL (3)		2606043	06/03/2026			750.00
FUND TOTAL	1 Claims	to	Checks	81 Total	190,889.00	Manual	Held	Total 190,889.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	RIDGDELL BROS INC	262550	06/16/2026	06/05/2026			5,140.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	JUN 2026 LAWN MNT: SOUND		23085417	05/18/2026			3,695.83
	004-510-699	JUN 2026 GNAT-INSECT APPL		23085420	05/18/2026			267.00
	004-510-680	JUN 2026 CHEMICAL APP: SOUND		23085421	05/18/2026			1,177.91
004	SOUTHERN PEST CONTROL INC	262552	06/16/2026	06/05/2026			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	SOUND FACILITIES		00476635	05/19/2026			200.00
004	LENA'S LAUNDRY LLC	262569	06/16/2026	06/08/2026			247.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-645	04/13/26 SERV: 21.7 LBS		47	06/04/2026			43.40
	004-510-699	05/04/26 SERV: 27.7 LBS		47	06/04/2026			55.40
	004-510-699	05/11/26 SERV: 74.35 LBS		47	06/04/2026			148.70
004	SPARKLIGHT	262606	06/16/2026	06/09/2026			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	JUN 2026: SOUND 51824		05202026	05/19/2026			2,580.00
004	SINGING RIVER ELECTRIC COOPERATIVE	262624	06/16/2026	06/10/2026			2,021.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	GATES 122412001		05182026	05/26/2026			36.43
	004-510-631	AMPHITHEATER 118241002		06012026	06/08/2026			1,985.22
004	GREENAWALT HOSPITALITY LLC	262641	06/16/2026	06/11/2026			560.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	MAY 2026 SERV FEE		11074	05/01/2026			280.00
	004-510-699	JUN 2026 SERV FEE		11169	06/01/2026			280.00
FUND TOTAL	4 Claims	to	Checks	6 Total	10,749.89	Manual	Held	Total 10,749.89

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	262596	06/16/2026	06/09/2026			896.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-606	GPD MODEM PLAN(26)	MAY 2026	05032026	06/02/2026			896.48
156	INTAPOL INDUSTRIES INC	262669	06/16/2026	06/11/2026			1,611.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	POLICE MOTORCYCLE HELMET (4)		32579	05/13/2026	260650		1,519.96
	156-100-799	SHIPPING		32579	05/13/2026	260650		91.20
FUND TOTAL 156 Claims		to	Checks	2 Total	2,507.64	Manual	Held	Total 2,507.64

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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	262591	06/16/2026	06/09/2026			72,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-721	SSP BATHHOUSE EXP 51.44%		3	06/09/2026			72,200.00
FUND TOTAL 171 Claims	to	Checks	1 Total	72,200.00	Manual	Held	Total	72,200.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	262528	06/16/2026	06/04/2026			4,025.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	MAY 2026 LIBRARY SUPPORT		05202026	05/20/2026			4,025.26
FUND TOTAL 172 Claims	to	Checks	1 Total	4,025.26	Manual	Held	Total	4,025.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	262558	06/16/2026	06/08/2026			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MAY 2026 BOX RENTAL		726236	05/31/2026			50.00
176	FOSTERS A/C & HEATING INC	262568	06/16/2026	06/08/2026			211.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	AC MINOR REPR: MOBILE HOME		W1191401	05/21/2026			211.00
176	SPARKLIGHT	262610	06/16/2026	06/09/2026			230.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2026:SSP 50016		05202026	06/19/2026			230.44
176	SPARKLIGHT	262611	06/16/2026	06/09/2026			144.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2026:SSP 50008		05232026	06/22/2026			144.26
176	LOWE'S	262612	06/16/2026	06/09/2026			16.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	HOSE CLAMP; BRASS SPLIT (2)		976828	05/06/2026			16.26
176	SINGING RIVER ELECTRIC COOPERATIVE	262623	06/16/2026	06/10/2026			2,271.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	HOUSE 76855002		05192026	05/27/2026			60.60
	176-170-631	PARK FACILITIES 76854002		05192026	05/27/2026			1,854.71
	176-170-631	DUMP STATION 109931001		05192026	05/27/2026			35.00
	176-170-631	SP WELCOME CENTER 108928002		05192026	05/27/2026			321.54
176	GOODGAMES INC	262644	06/16/2026	06/11/2026			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	11X17 REFLECT SIGN (2)		114789	05/26/2026	260995		110.00
FUND TOTAL 176 Claims to		Checks	7 Total	3,033.81	Manual	Held	Total	3,033.81

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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	262564	06/16/2026	06/08/2026			239,263.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-510-756	MS SONGWRITERS PAC 49.07%		12	06/04/2026			239,263.20
309	ALLRED ARCHITECTURAL GROUP PA	262565	06/16/2026	06/08/2026			2,344.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-510-763	CONSTRUCTION ADMIN: 49.07%		202173-17	06/04/2026			2,344.09
FUND TOTAL 309 Claims	to	Checks	2 Total	241,607.29	Manual		Held	Total 241,607.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	FULCRUM CONSTRUCTION GROUP LLC	262590	06/16/2026	06/09/2026			37,855.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	311-300-778	CONSTRUCTION 3%		1	06/08/2026			37,855.80
FUND TOTAL 311 Claims	to	Checks	1 Total	37,855.80	Manual	Held	Total	37,855.80

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
314	SEYMOUR ENGINEERING PLLC	262566	06/16/2026	06/08/2026			3,750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	314-301-762	TO 1 PROJ ADM/MGT: CSX PROJ		9812	05/21/2026			3,750.00
FUND TOTAL 314 Claims	to	Checks	1 Total	3,750.00	Manual	Held	Total	3,750.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	262567	06/16/2026	06/08/2026			3,870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	RFIS & SUBMITTALS		46802	06/02/2026			3,870.00
FUND TOTAL 355 Claims	to	Checks	1 Total	3,870.00	Manual	Held	Total	3,870.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	262517	06/16/2026	06/03/2026			32,074.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR DMR WIRE: FUND 171		05082026	05/08/2026			32,074.00
400	COG DEPOSITORY ACCOUNT	262518	06/16/2026	06/03/2026			15,581.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-823	ST LNS #5 ALLEN RD		05112026	05/11/2026			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		05112026	05/11/2026			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		05112026	05/11/2026			9,665.99
400	COG DEPOSITORY ACCOUNT	262529	06/16/2026	06/04/2026			597,929.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	MAR 2026 GARBAGE PMTS		03312026	03/31/2026			210,678.93
	400-000-104	APR 2026 GARBAGE PMTS		04302026	04/30/2026			193,752.65
	400-000-104	MAY 2026 GARBAGE PMTS		05312026	05/31/2026			193,497.75
400	BORDIS & DANOS PLLC	262536	06/16/2026	06/05/2026			5,062.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-060-602	JUN 2026 RETAINER		156	06/02/2026			5,062.50
400	SOUTHERN PEST CONTROL INC	262553	06/16/2026	06/05/2026			239.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-698	CITY FACILITIES		00476635	05/19/2026			239.75
400	H2O INNOVATION OPERATION & MAINTENANCE	262560	06/16/2026	06/08/2026			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAY 2026 MAINT OPS		2026-05	05/31/2026			183,082.50
400	MICRO METHODS INC	262561	06/16/2026	06/08/2026			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TSS MONTHLY SAMPLE		2605457186	06/01/2026			75.00
400	RJ YOUNG COMPANY LLC	262602	06/16/2026	06/09/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-698	UNL-J9NI00-01 RENTAL FEE		INV8084025	06/03/2026			398.92
400	RJ YOUNG COMPANY LLC	262603	06/16/2026	06/09/2026			235.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UNL-J9T500-01 RENTAL FEE		INV8081952	06/02/2026			235.80
400	LOWE'S	262613	06/16/2026	06/10/2026			416.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	SFTY VEST;BLUE MRKG PAINT(4)		988680	04/30/2026			51.20
	400-650-559	1LB FIRE ANT DUST (3)		988680	04/30/2026			34.14
	400-651-583	1P 20A BREAKER(2): GRNDR PUMP		977097	05/06/2026			22.67
	400-651-581	CAULK(6);20LB QK HYD(2): WELLS		980491	05/07/2026			104.16
	400-650-559	RBR WINDOW SEAL 10': MTR RDRS		983314	05/08/2026			11.86
	400-650-586	32W LED 4' BULB 2PK (2)		994135	05/12/2026			30.36
	400-650-586	32W LED 4' BULB 2PK (2)		993804	05/12/2026			28.46
	400-650-586	RTN CR: 32W LED 4' 2PK (2)		994066	05/12/2026			-28.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	262613	06/16/2026	06/10/2026			416.65	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PLST FITTING (2); STL LOCKNUT		994531	05/12/2026			8.78
	400-651-683	20LB QK HYD(4); RED BRICK(16)		984542	05/18/2026			123.12
	400-650-586	32W LED 4" BULB 2PK (2)		987073	05/19/2026			30.36
400	HENZE HAULING & LANDFILL CO LLC	262621	06/16/2026	06/10/2026			1,085.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	4 CY RAP: WTR TAP MULT SITES		88	06/03/2026			180.00
	400-651-585	2 CY FILL: SWR HOLT RD		88	06/03/2026			40.00
	400-651-683	6 CY FILL: DRAINAGE CW WEBB		88	06/03/2026			120.00
	400-651-683	20CY FILL: DRAINAGE CW WEBB		88	06/03/2026			400.00
	400-651-683	4 CY CONC AGG: DRNG SAILFISH		88	06/03/2026			180.00
	400-651-585	2 CY CONC AGG: SWR BAKER		88	06/03/2026			90.00
	400-651-585	3 CY TOPSOIL: WTR LK DE FELIZ		88	06/03/2026			75.00
400	SINGING RIVER ELECTRIC COOPERATIVE	262625	06/16/2026	06/10/2026			2,193.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 114260001		05192026	05/27/2026			1,083.46
	400-651-631	CITY HALL WELL 114046001		05182026	05/26/2026			1,110.03
400	SINGING RIVER ELECTRIC COOPERATIVE	262626	06/16/2026	06/10/2026			3,542.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		05192026	05/27/2026			234.96
	400-651-631	LIFT STNS 17883		05192026	05/27/2026			2,129.97
	400-651-631	LIFT STNS 17884		05212026	05/28/2026			1,177.09
400	SINGING RIVER ELECTRIC COOPERATIVE	262627	06/16/2026	06/10/2026			6,806.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		05182026	05/26/2026			287.30
	400-651-631	WATER WELLS 17882		05182026	05/26/2026			2,704.86
	400-651-631	CITY HALL SOUTH 17882		05182026	05/26/2026			1,186.44
	400-651-631	LIFT STNS 17882		05182026	05/26/2026			2,628.10
400	FUELMAN	262634	06/16/2026	06/10/2026			175.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP70566184	06/01/2026			175.08
400	FUELMAN	262636	06/16/2026	06/10/2026			201.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP70638990	06/08/2026			201.12
400	GULF SALES AND SUPPLY INC	262646	06/16/2026	06/11/2026			187.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1.5" LAMINATED PADLOCK (72)		1090208	05/29/2026	260967		187.57
400	LAWRENCE PRINTING COMPANY INC	262647	06/16/2026	06/11/2026			348.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	ENTERPRISE CHECKS (1000)		26980	05/29/2026	260952		334.62
	400-650-559	SHIPPING		26980	05/29/2026	260952		13.91

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	GULF COAST FENCE COMPANY INC	262648	06/16/2026	06/11/2026			36.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	3" COMMERCIAL HINGE: LS GATE		39072	06/04/2026	261084		36.00
400	SOUTHERN PIPE & SUPPLY CO INC	262649	06/16/2026	06/11/2026			4,720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	5/8X3/4 BLMJ DIRECT METER(48)		1106694400	04/30/2026	260887		4,560.00
	400-651-683	15" N12 CPLG (4): C W WEBB		1116051900	05/26/2026	261003		160.00
400	HOME TEAM TIRE & AUTO SERVICE	262652	06/16/2026	06/11/2026			188.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	MR 2 ALIGNMENT		502708	05/04/2026	260908		98.99
	400-650-638	REPL TPMS SENSOR: 38632		502873	05/28/2026	261024		89.99
400	BAY MOTOR WINDING INC	262654	06/16/2026	06/11/2026			4,375.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	15HP REBUILD: COBBLESTONE LS		BRI-1059	05/29/2026	260895		3,565.00
	400-651-584	MACHINE WORK: JOB 080814		BRI-1059	05/29/2026	260895		810.00
400	O'REILLY AUTO PARTS	262655	06/16/2026	06/11/2026			1,075.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	REMN RACK & PINION: MR1		1978407132	05/01/2026	260909		432.18
	400-650-638	CORE CHR: MR1		1978407132	05/01/2026	260909		88.00
	400-650-638	REMN RACK & PINION: MR2		1978407132	05/01/2026	260909		432.18
	400-650-638	CORE CHR: MR2		1978407132	05/01/2026	260909		88.00
	400-650-638	GAL PWR STRG FLUID 2)		1978407132	05/01/2026	260909		42.00
	400-650-638	RTN CR: CORE CHR		1978408913	05/18/2026	260909		-88.00
	400-650-638	OIL FILTER: 38632 FORD		1978409683	05/26/2026	261025		12.74
	400-650-638	SYN530 5QT MOTOR OIL: 38632		1978409683	05/26/2026	261025		32.99
	400-650-638	SYN530 1QT MOTOR OIL: 38632		1978409683	05/26/2026	261025		8.99
	400-650-638	MP22B WIPER BLADE (2): 38632		1978409683	05/26/2026	261025		25.98
400	PUCKETT RENTS	262657	06/16/2026	06/11/2026			2,120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-702	30" HDC BUCKET: CAT 306		1191587001	06/02/2026	260985		2,120.00
400	CITY ELECTRIC SUPPLY CO	262664	06/16/2026	06/11/2026			1,369.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	THHN-8-BLK-19STR-CU-0500R(50)		PAS/109317	05/20/2026	261023		40.53
	400-651-584	40A 120/240V 2P MINI CRC BRKR		PAS/109339	05/21/2026	261001		74.71
	400-651-584	3/4X10 COPPER GRD ROD (17)		PAS/109270	05/19/2026	261000		671.50
	400-651-584	3/4" DB GROUND ROD CLAMP(20)		PAS/109270	05/19/2026	261000		67.20
	400-651-584	BARE-SD-6-SOL-CU-315 (100)		PAS/109270	05/19/2026	261000		106.87
	400-651-584	THHN-8-STR-BLK-CU-500 (500)		PAS/109465	05/28/2026	261035		408.30
400	J H WRIGHT & ASSOCIATES INC	262677	06/16/2026	06/11/2026			1,883.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PW429 TRANSFORMER 120VAC (3)		478322	06/01/2026	260616		153.00
	400-651-584	MISSION RM152 UPG:BROWN/NELSON		478413	06/03/2026	261010		1,502.00
	400-651-584	HEATER ELEMENT(6): CALLIE		478421	06/04/2026	261034		228.00

Docket of Claims
Release date from 06/16/2026 thru 06/16/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	262679	06/16/2026	06/11/2026			5,345.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2026 PRINTING	2067001	0014167	05/31/2026		1,152.80	
	400-650-698	MAY 2026 POSTAGE	2067001	0014167	05/31/2026		4,192.66	
FUND TOTAL 400 Claims	to	Checks	27 Total	870,748.34	Manual	Held	Total	870,748.34

Docket of Claims
Release date from 06/16/2026 thru 06/16/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	BORDIS & DANOS PLLC Account Number 404-060-602	262538	06/16/2026	06/05/2026			1,125.00	
	Description JUN 2026 RETAINER			Invoice # 156	Date 06/02/2026	P.O.	Amount 1,125.00	
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	262563	06/16/2026	06/08/2026			176,144.00	
	Description MAY 2026 RES GARBAGE (6464)			Invoice # 266501	Date 05/31/2026	P.O.	Amount 176,144.00	
404	WASTE PRO - GAUTIER Account Number 404-677-695	262629	06/16/2026	06/10/2026			175.00	
	Description TIRE DISPOSAL (5): GRAVELINE			Invoice # 265751	Date 05/31/2026	P.O.	Amount 175.00	
FUND TOTAL 404 Claims to		Checks	3 Total	177,444.00	Manual		Held	Total 177,444.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	81 Total	190,889.00 Manual	Held	Total	190,889.00
FUND 4 Claims	to	Checks	6 Total	10,749.89 Manual	Held	Total	10,749.89
FUND 156 Claims	to	Checks	2 Total	2,507.64 Manual	Held	Total	2,507.64
FUND 171 Claims	to	Checks	1 Total	72,200.00 Manual	Held	Total	72,200.00
FUND 172 Claims	to	Checks	1 Total	4,025.26 Manual	Held	Total	4,025.26
FUND 176 Claims	to	Checks	7 Total	3,033.81 Manual	Held	Total	3,033.81
FUND 309 Claims	to	Checks	2 Total	241,607.29 Manual	Held	Total	241,607.29
FUND 311 Claims	to	Checks	1 Total	37,855.80 Manual	Held	Total	37,855.80
FUND 314 Claims	to	Checks	1 Total	3,750.00 Manual	Held	Total	3,750.00
FUND 355 Claims	to	Checks	1 Total	3,870.00 Manual	Held	Total	3,870.00
FUND 400 Claims	to	Checks	27 Total	870,748.34 Manual	Held	Total	870,748.34
FUND 404 Claims	to	Checks	3 Total	177,444.00 Manual	Held	Total	177,444.00
Total for all Funds		Checks	133 Total	1,618,681.03 Manual	Held	Total	1,618,681.03

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: June 16, 2026
Title: Approval of Minutes from the Regular Council Meeting held June 2, 2026 and Recessed Council Meeting held June 16, 2026

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held June 2, 2026 and Recessed Council Meeting held June 8, 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 Regular Council Meeting held June 2, 2026 and Recessed Council Meeting held on June 8, 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 16, 2026.

Tuesday
June 2, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held June 2, 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, and Lorenzo Fuller. Also present were Carlos Moulds, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Dante Elbin.

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
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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

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

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

1. Add to Announcements – City of Gautier's Outdoor Movie Night, featuring IF, will be Friday, June 5th, starting at 8pm at Gautier Town Commons.
2. Revised Consent Agenda Item 3 - Authorization to award and approve the Contracts for Disaster Debris Removal Services, Disaster Debris Monitoring Services, and Disaster Response Services and Supplies
3. Move Consent Agenda Item 5 to Business Agenda Item 2.

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

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.
 3. City of Gautier's Outdoor Movie Night, featuring IF, will be Friday, June 5th, starting at 8pm at Gautier Town Commons.
-

Presentation

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



GAUTIER PRESENTS

TASTY THURSDAY!

4TH

THUR.

11 AM

**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**



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 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

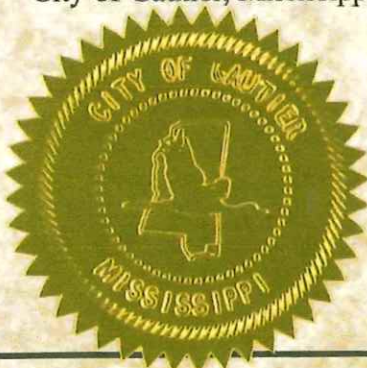
WHEREAS, as the City of Gautier celebrates its 40th Anniversary and the Nation commemorates its 250th Anniversary, it is fitting to recognize those whose lives and contributions form part of our community's earliest history;

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**

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

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

ORDER NUMBER 108-2026

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 **Councilman Minor**, and the following vote was recorded:

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

NAYS: None

ABSENT: Dante Elbin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 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 PROSECUTOR 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: 2025 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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CBL 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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		113202582	05/16/2026			104.24
001	DEPT PUBLIC SAFETY	262426	06/02/2026	05/26/2026			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (APR 2026)		90174693	05/15/2026			720.00
001	SPARKLIGHT	262427	06/02/2026	05/26/2026			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	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-J9N100-01 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	REMOV 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 GRAY 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

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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	
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	
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	
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	
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	
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	
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 FOB CO OFFICER 2 (4)	C65777A	05/26/2026	260736		456.00	
	001-022-660	SHIPPING & HANDLING	C65777A	05/26/2026	260736		28.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	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	1RHFG7YHG	05/19/2026	260971	149.99		
	001-170-500	BF EXEC LTHR OFFICE CHAIR	1RHFG7YHG	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		
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
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

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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		
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		
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		
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

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC	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
19								
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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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

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
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 SX5 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 PJXPJPJ(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

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
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 100OCT (2)	6063198655	05/06/2026	260950		20.98	
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	
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	
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

Councilwoman Jamison made the motion to approve the request by Lift Ministries, Inc. to waive the rental fee for use of the Gautier Senior Center for a Food Ministry Give-Away on June 24th, July 22nd, and August 26th, 2026, contingent upon all proper documentation and applications are received. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 251-2026

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 **Councilwoman Jamison**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Dante Elbin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

Life Church of Gautier

Life Ministries, Inc.

2012 US Hwy. 90 St. 18
Gautier, MS 39553
(228) 447-5777
FEIN #64-087626

June 2, 2026

To Whom it may concern:

I want to introduce myself and share with you an awesome opportunity to bless the communities of Jackson County. I am Shirley Rainey Stiltner, Pastor of Life Church of Gautier. We do a food outreach ministry that myself and many volunteers are blessed to head up twice per month and sometimes more, where we serve over 300+ families on average each month. In 2025 alone we were able to give away over 4,350+ boxes of food. One of the ways we are able to purchase food to give away is through faithful supporters donating to our resale store, Life's Treasures in Vancleave. We are a Non profit 501(C)(3) organization and all monies collected go to fund this ministry, but we need your help! We are asking the citizens of Jackson County to join forces with us in one of several ways:

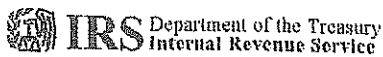
- 1. Sponsor a food drive for us where patrons and employees can donate shelf stable foods; or**
- 2. A monetary donation to help us purchase food to give away.**
- 3. Donate to our resale store, located in Vancleave, anything we can resale to bring funds in to purchase food! (At this time, we do not take clothes!).**
- 4. Volunteer on the 4th Wednesday of the month for our large food giveaway.**
- 5. Ask the city to assist during the summer months by waving the fee to use the Senior Center during the hot months!**

We partner with Feeding the Gulf Coast and on the 4th Wednesday of each month, we pay \$600 for a truckload of food that is 6,000 to 10,000 pounds of food to distribute in our communities. Your help is vital to this ministry! We cannot do it without the help of others and we are asking you to prayerfully consider what part you can play to be a blessing to others. If I can answer any additional questions you may have, please contact me at the number below. We look forward to hearing from you soon!

Sincerely,

Shirley R. Stiltner

Mobile: (228) 447-5777



CINCINNATI OH 45999-0038

In reply refer to: 0248167576
Mar. 09, 2020 LTR 4168C 0
64-0876267 000000 00

00019735
BODC: TE

LIFE MINISTRIES INC
% SHIRLEY R STILTNER
PO BOX 936
GAUTIER MS 39553

036866

Employer ID number: 64-0876267
Form 990 required: NO

Dear Taxpayer:

We're responding to your request dated Feb. 27, 2020, about your tax-exempt status.

We issued you a determination letter in August 1996, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(i).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

Councilman Fuller made the motion to approve consent agenda items 1-5, as presented. 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 109-2026

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 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 **Councilwoman Jamison**, and the following vote was recorded:

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

NAY: **None**

ABSENT: **Dante Elbin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

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

ORDER NUMBER 110-2026

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 **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

NAY: None

ABSENT: Dante Elbin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

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

ORDER NUMBER 111-2026

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, City Clerk, or the Grants and Projects Director are authorized to execute any and all documents necessary for this purpose.

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

NAY: **None**

ABSENT: **Dante Elbin**

MAYOR

ATTEST:

CITY CLERK

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

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: _____



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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



ENHANCE - PROTECT - CONSERVE

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



ENHANCE PROTECT CONSERVE

GOMESA PHASE II PROJECT FUNDING Request for Funding FY2026

Submission ID: #202506261327

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)



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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



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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



ENHANCE PROTECT CONSERVE

Attachment C

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 one 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

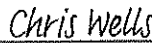
This project includes the replacement of approximately 3 miles of storm water infrastructure made up of reinforced concrete pipe and cast-in-place concrete drainage structures at the existing Singing River Mall site in Gautier, MS. The proposed storm water system will include cast-in-place concrete infrastructure 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:

MDMR Committee Representative	 Joe Spradley (Apr 13, 2026 12:33:08 CDT)	Executive Director	April 13, 2026
	Signature	Title	Date
MDA Committee Representative			
	Signature	Title	Date
MDEQ Committee Representative	 Chris Wells (Apr 13, 2026 13:23:20 CDT)	Executive Director	April 13, 2026
	Signature	Title	Date

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

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

ORDER NUMBER 112-2026

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 **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

NAY: None

ABSENT: Dante Elbin

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 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: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of-way.

20) SPECIAL CONDITIONS - SCOPE OF WORK

i. Debris Disposal:

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue, and other products of the Debris management process in accordance with all applicable federal, state, and local laws, standards, and regulations. Final disposal locations will be at state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, state, and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Owner.
- b. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.

- d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.
- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

ii. Contractor's Equipment:

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state, and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation, and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured, and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (TMS) sites to the permanent disposal sites. The listing shall include the following information:
 - 1. Truck and/or trailer license number;
 - 2. Year, make, and color of each truck and trailer;
 - 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal checkpoints shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above

information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

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

iii. **Property Damage:**

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

- III. **Conflict of interest.** 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

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: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block, and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

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
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its

terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City Council decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract or technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 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

Respectfully Submitted:

Ceres Environmental Services, Inc.

Business

974 Bayou Dularge Road, Houma,
Louisiana 70363

Address

Houma, Louisiana 70363

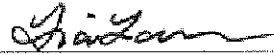
City, State, Zip Code

(800) 218-4424

Office Phone

Tia Laurie

Name (please print)



Signature

contact@ceresenv.com

E-mail

(866) 228-5636

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:



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 Corporate Secretary (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.

Tia Laurie
Affiant Signature
Corporate Secretary
Title

STATE OF FLORIDA

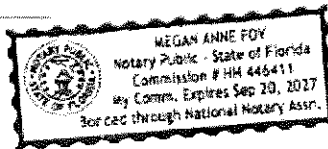
CITY OF SARASOTA

Subscribed and sworn to before me this 16th day of April, 2026, by Corporate Secretary who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public: Megan Anne Foy

My commission expires: 9/20/2027

[NOTARY SEAL]



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, 2026.

Tia Laurie
Affiant Signature
Corporate Secretary
Title

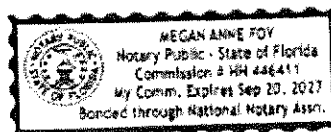
STATE OF FLORIDA
CITY OF SARASOTA

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: Megan Anne Foy

My commission expires: 9/20/2027

[NOTARY SEAL]



CONFLICT OF INTEREST FORM

ATTACHMENT E

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's professional judgment in completing work for the benefit of the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis, or outcomes desired by the City.

Respondents are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondent's professional judgment when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☒

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: Tia Laurie

Print Title of Authorized Respondent: Corporate Secretary

Signature of Authorized Respondent: 

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: 

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) (Attach Continuation Sheet(s) SF-LLL-A if necessary) (If individual, last name, first name, middle) 10. b. Individuals Performing Services (including address if different from No. 10.a.) (Attach Continuation Sheet(s) SF-LLL-A if necessary)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	12. Form of Payment (check all that apply): a. cash _____ b. in-kind; specify: _____ Nature _____ Actual _____	
13. Type of payment (check all that apply): a. retainer _____ b. one-time fee _____ c. commission _____ d. contingent fee _____ e. deferred _____ f. other; specify: _____		
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).

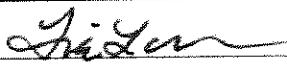
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(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 ☒ 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 ☒ 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 ☒ 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

**THE CITY OF GAUTIER
DISASTER DEBRIS MONITORING SERVICES**

**NON-EXCLUSIVE CONTRACT
FOR DISASTER DEBRIS MONITORING SERVICES
TO SUPPORT DISASTER RECOVERY OPERATIONS
MADE BY AND 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 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 barred 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
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

APPENDIX A

GAUTIER, MISSISSIPPI

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER SERVICES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean the City of Gautier.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City of Gautier, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all

reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City of Gautier shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and
- (b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City of Gautier decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the

space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING

CONTINGENT FEES: The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (*use applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated§ 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor: further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS REMOVAL SERVICES**

APPENDIX A (cont.)

GAUTIER, MISSISSIPPI

**CLAUSES AVAILABLE FOR USE IN SOLICITATIONS FOR BIDS,
PROPOSALS, OR STATEMENT OF QUALIFICATIONS FOR DISASTER
SERVICES**

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lreddix@gautier-ms.gov. Questions concerning the technical portions of the bid document should be directed to [name of contact person] at [address/fax machine number/email address]. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and 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
TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

ATTACHMENT A

Key Program Management Personnel: The proposer shall identify all Key Program Management and Personnel for the project and provide detailed resumes showing related experience. The proposer shall provide hourly rates for the following positions

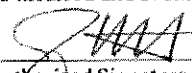
PROGRAM MANAGEMENT			
POSITION	NAME	CITY/STATE	HOURLY RATE
<i>Example:</i> Program Manager			
Program Manager	Eric Harrison	Rogersville, MO	\$ 72.00
Roving / Operations Manager	Connie Stewart	Gulfport, MS	\$ 49.00
OPERATIONS			
POSITION	NAME	CITY/STATE	HOURLY RATE
<i>Example:</i> On-Site Monitor			
Field 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
<i>Example:</i> 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:


Authorized Signature and Date: 4/14/2026

DRUG-FREE WORKPLACE FORM

ATTACHMENT B

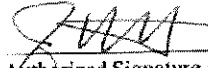
**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS for
DISASTER DEBRIS MONITORING SERVICES**

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

[Signature]
Affiant Signature

President
Title

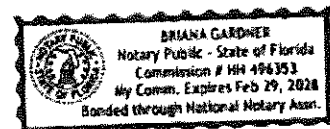
STATE OF Florida

CITY OF Orange

Subscribed and sworn to before me this 14 day of April, 2026, 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: [Signature]

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

[Signature]
Affiant Signature

President
Title

STATE OF Florida

CITY OF Orange

Subscribed and sworn to before me this 14 day of April, 2026, 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: [Signature]

My commission expires: 2/29/2028



CONFLICT OF INTEREST FORM

ATTACHMENT E

**TO: THE CITY OF GAUTIER
REQUEST FOR PROPOSALS *for*
DISASTER DEBRIS MONITORING SERVICES**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting a Respondent's/contractor's professional judgment in completing work for the benefit the City of Gautier ("City"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the City.

Respondents/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the City. Respondents/Contractors, therefore, must there avoid situations in which financial or other considerations may adversely affect or have the appearance of adversely affecting the Respondents/contractors professional judgement when completing work for the benefit of the City.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

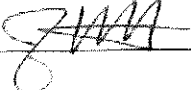
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

- ☒ I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- ☐ The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: Jon Hoyle

Print Title of Authorized Respondent: President

Signature of Authorized Respondent: 

Date: 4/14/2026

ANTI-LOBBYING 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.

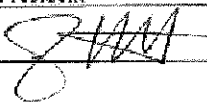
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails 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: Jen 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) _____ _____ (Attach Continuation Sheet(s) SF-LLL-A if Necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10.a.) _____ _____ (Attach Continuation Sheet(s) SF-LLL-A if Necessary)		
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 Hovio Title: President Telephone: 402-792-0018 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).

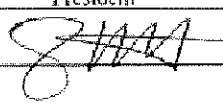
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(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.

JA initial

Conflicts of Interest

The Respondent

☐ is ☒ is not

aware of any information bearing on the existence of any potential organizational conflict of interest.

JA initial

Representation Regarding Contingency Fees

The Respondent

☐ has ☒ has not

retained any person or agency on a percentage, commission, or other contingent arrangement to secure any contract.

JA 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 2-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

JA 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.

JA 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.

JA 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 _____

JA 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

Name (Printed) Jon Hoyle

Date 4/14/2026

Title President

ATTACHMENT

3

**CITY OF GAUTIER
DISASTER RESPONSE SERVICES AND SUPPLIES**

**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 to activate the contract as it deems services are required.

V. Consideration and Payment.

- A. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personal and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.
- B. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend operations due to inclement weather. The performance period may be extended for weather delays. The Contractor shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- C. 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 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
City of Gautier

Date

Stan Ledbetter, Division President
SLSCO LTD.

Date

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: lraddix@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 (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

II. General Requirements

A. Background:

City of Gautier, Mississippi is accepting sealed Request for Proposal (RFP) packages from experienced and qualified Disaster Response Services and Supply firms for a pre-disaster/pre-storm contract in support of the City's disaster response and recovery operations. This proposed pre-event contract will establish no immediate or annual cost to the City for response services and supplies. In the event of a disaster and as directed by the City, the proposed disaster response services and supplies contract will be activated through a City task order/request in order to eliminate immediate threats to public health and safety.

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

The primary purpose of this scope of services is to provide services and supplies to the City as needed to maintain the public health, safety, and well-being during the response to an emergency/disaster situation in the shortest time period possible. Respondents understand and agree that the provision of services and supplies as requested is in the most expeditious manner possible, is of the utmost importance, and it will provide

services requested within twenty-four (24) hours of a request by the City to do so. The scope of services, as described in the fee schedule (see Attachment A – page 24 of the RFP) shall be considered a minimum standard to meet in responding to this RFP and/or providing services in the event the Respondent is awarded the Disaster Response Services and Supplies Contract.

The City, at its sole discretion, may seek some, all, or none of the services on the fee schedule (Attachment A – pages 27 - 30 of the RFP) and may, during an emergency, require additional services not addressed on the fee schedule, depending on the severity of the event. Each service or any service may only be performed after a Task Order has been issued by the City and a Notice to Proceed given as to that specific service. Time for service provision provided by the company is in City's sole discretion, and the City will dictate the time of service and supplies desired on the Task Order issued.

1. Documentation and Recovery Process: Company will provide the following in addition to provision of services and supplies:

- a. Recovery process documentation-create recovery process documentation plan.
- b. Maintain documentation of recovery process.
- c. Provide written and oral status as requested by the City.
- d. Review documentation for accuracy and quantity.
- e. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments. Proposer shall have proven experience with overall management and FEMA requirements, rules, and regulations to qualify for this scope.

2. Equipment:

- a. All equipment and vehicles utilized by the Company shall meet all the requirements of federal, state and local regulations including, without limitation, all DOT, MDOT, and safety regulations, and are subject to the approval of the City.
- b. Upon Notice to Proceed, the Company shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of supplies. The listing shall include the following information:
 - i. Drivers Name and a copy of the Driver's License.
 - ii. Truck and/or trailer license number.
 - iii. Year, make, and color of each truck and/or trailer.
 - iv. Size of each trailer.
- c. Each truck and trailer passing through receiving check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be given credit for supplies being transported.

3. Services and Emergency Protective Measures.

The City may elect to request any of the following services or any sub-part thereof. These services will be on an as requested basis and be dictated by several factors, including but not limited to the severity of the event, the City's level of need, and the provision of these services through other means.

- a. Fuel Supply
Company shall have available 16,000 gallons of diesel and 16,000 gallons of unleaded gasoline for vehicles owned by the City of Gautier, including police cruisers and fire / rescue vehicles with the fire districts. Company will provide sufficient personnel and equipment to maintain and secure, at a minimum, four (4) distribution points as selected by the City.
- b. Janitorial, Laundry and Catering Services for City workers. Company shall be able to provide:
 - i. sufficient personnel and equipment to maintain and secure, at a minimum, four (4) service centers;
 - ii. three meals a day with "hot" morning and evening meals at the service centers for a maximum of 140 City employees (for Company's planning purposes only; no amount is guaranteed);
 - iii. transportation to deliver meals to and pick up laundry from locations outside the service centers;
 - iv. Portable shower services; and
 - v. Laundry and janitorial services as directed.
- c. Temporary shelter space at sites selected by the City, Company shall provide temporary shelter (with option for air conditioning & heating) for:
 - i. City office space;
 - ii. Volunteer Organizations;
 - iii. City of Gautier Residents; and
 - iv. Other groups as directed by the City.
- d. Generators (5kw to 500kw), Satellite Communications (internet/phone), Portable Lighting, and Other Emergency Supplies. Service and maintain such stocks of equipment for the period required.
- e. Portable Toilet Facilities and Related Wastewater Collection and Disposal Services.
- f. Life Support Services -- Water, Ice, Pre-packaged Meals (e.g., Meals-Ready-to-Eat), and First Aid Stations.
- g. Provide other disaster response and recovery activities, as necessary and as specifically directed and authorized.

4. Task Order Required.

None of the services shall be initiated unless specifically authorized by an executed Task Order duly issued by the City (Appendix D). Each Task Order shall delineate the specific tasks to be accomplished, the estimated period within which the task should be accomplished, the authorized pay item on the Fee Schedule Form Attachment "A" and may contain a "Do Not Exceed" price. However, if the City finds on its minutes that existing emergency conditions make the issuance of task orders detrimental to the best interest of the City of Gautier, then the City may waive a portion or all of the task order requirement.

C. Deployment

Respondent understands that time is of the essence in the performance of this Contract.

The City may issue a Notice of Alert, which is notification to the Respondent that Respondent may be required to provide services for potential impending disaster. Upon Notice of Alert or notification of possible Notice to Proceed, Respondent must execute pre-staging/staging of equipment and manpower and all items necessary, to be prepared to execute and perform immediately upon Notice to Proceed. The City will issue a Notice of Alert, for pre-staging purposes, prior to issuance of a Notice to Proceed. There shall be no costs incurred by the City of any nature for pre-staging by Respondent. No costs whatsoever shall be incurred by the City until Task Order designating services and pay item desired and a Notice to Proceed is issued. Respondent understands that anticipating the path of Hurricanes, storms, and/or other potential disasters, etc. is not an exact science, and Notice to Alert is for the benefit of Respondent so that Respondent can immediately respond when notice to proceed is issued.

Additionally, a representative of the Contractor must be available 24/7 once a Notice of Alert is issued. In the event of communication failure, due to disaster, a contractor representative must report to the City of Gautier City Hall as soon as the disaster conditions allow for further instruction by the City. The Gautier Police Department is a secondary place to report in the event that City Hall is evacuated. The City reserves the right in severe emergency to issue task orders, notices to proceed, and alerts by phone or any other available means.

Staging of Labor and Equipment and Supplies: Respondent must have enough labor, equipment, supplies, and manpower to respond within twenty-four (24) hours. Respondent agrees to work diligently to provide services and supplies by the earliest possible date.

D. Vendor Billing

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

E. Considerations

The Respondent shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Respondent's personnel and equipment is the responsibility of the Respondent. Additionally, the Respondent shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of any contract.

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

The Respondent shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Respondent or any subcontractor's actions or operations during the performance of any contract. Corrections for any such violations shall be at no additional cost to the City. The City may suspend respondent's operations due to inclement weather. The performance period may be extended for weather delays. The Respondent shall permit access by the Recipient, the Sub Recipient, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

The Respondent shall retain all required records for three years after final payments and all other pending matters are closed (3 years after declaration closeouts). The Respondent shall agree to comply with any other applicable Federal or State regulations.

F. Sub-Contractors:

If the BID/CONTRACTOR elects to sub-contract with any firm, for any portion of the work, the BID/CONTRACTOR shall be responsible for all work performed by any sub-contract and the BID/CONTRACTOR shall not be relieved of any obligations under this contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract. Each Respondent must provide a list of Sub-Contractors, under Section 3: Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the City's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there thereon.

At any time, the City may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the City, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the City will notify the Respondent in writing if the City, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable substitute at no increase in price. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the City then may disqualify the Respondent, at no cost to the City.

The City reserves the right to disqualify any BID/CONTRACTOR, Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the City must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the City.

III. CONTRACT REQUIREMENTS

A. Insurance Requirements:

The BID/CONTRACTOR shall not commence work under this contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City of Gautier. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. The BID/CONTRACTOR shall furnish proof of insurance to the City of Gautier prior to the commencement of operations. The Certificate(s) shall clearly indicate the BID/CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Gautier as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the BID/CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: City of Gautier
3330 Highway 90
Gautier, MS 39553

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect the BID/CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the BID/CONTRACTOR, or by anyone directly employed by or contracting with the BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The BID/CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the BID/CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owner and nonowner automobiles, including rented/hired automobiles whether such operations be by the BID/CONTRACTOR or by anyone directly or indirectly employed

by a BID/CONTRACTOR.

The BID/CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The BID/CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

In the event of unusual circumstances, the City of Gautier may adjust these insurance requirements.

B. Licenses, Permits & Fees:

The BID/CONTRACTOR shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in the lack of permits, licenses, or certifications shall be the sole responsibility of the BID/CONTRACTOR.

C. Contract Agreement & Term:

The intent of the City of Gautier is to select the firm(s) which is deemed best through the evaluation process and to award a contract upon successful negotiations to that firm(s). It is anticipated that the City will issue a contract. The initial contract term shall be for a period of two 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. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

1. 2 CFR 200.321 states the non-Federal entity (City of Gautier) must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. It further requires the prime contractor, if subcontracts are to be let, to take the same affirmative steps required by the City of Gautier as listed in paragraphs (2)(a) through (e) of this section.

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CC. Right to Inspect Facility

The City may at reasonable times inspect the place of business of a Respondent or any Subcontractor which is related to the performance of any Contract awarded by the City.

DD. Performance and Payment Bonds:

Upon activation of the contract and prior to beginning work, the selected Contractor shall furnish and pay for a Performance Bond and Labor and Material Payment Bond of a company qualified to do business in the State of Mississippi, and which is acceptable to the Owner, in an amount equal to 100% of the estimate contract price, as security for the true and faithful performance of the Contract and Payment in full of all subcontractors and persons performing

labor, services, materials, machinery and fixtures in connection with the work. The estimated contract price will be determined at the time of the event due to the severity of the storm. The Contractor shall furnish said bonds within three (3) business days of a written "Notice to Proceed" by the City. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date when final payment becomes due.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omission, additions, changes, and advance payments or deferred payments.

IV. REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. Respondent Responsibilities:

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the City. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the City for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of the City of Gautier and will not be returned. All submitted 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
REQUEST FOR PROPOSALS *for*
DISASTER RESPONSE SERVICES AND SUPPLIES**

APPENDIX A

**REQUIRED CLAUSES IN SOLICITATIONS OF BIDS, PROPOSALS, OR
STATEMENTS OF QUALIFICATIONS FOR DISASTER RESPONSE SERVICES AND SUPPLIES**

The following clauses are required when soliciting bids, proposals, or statements of qualifications for personal or professional services. All references to "City" shall mean City of Gautier, Mississippi.

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to issue any future contracts as a result of RFPs is conditioned upon the appropriation of funds by the City.

COMPLIANCE WITH LAWS

Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

STOP WORK ORDER

(1) Order to Stop Work: The City, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop-work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

Note: The following clause shall be completed and conspicuously placed within the response bid or proposal.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES:

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has/has not (use applicable word or words) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

REPRESENTATION REGARDING GRATUITIES

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board Rules and Regulations.

ACKNOWLEDGMENT OF AMENDMENTS

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by the City by the time and at the place specified for receipt of bids.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

E-PAYMENT

The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- (1) Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (2) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) both.

In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit to do business in the State.

TRANSPARENCY

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq., and Mississippi Code Annotated § 79-23-1. If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

Unless otherwise noted, the clauses are designed to be used under competitive sealed bidding (IFB) procedures. To alter a clause so that it can be used under competitive negotiation (RFP) procedures, change the terms "bid" and "bidder" to "offer" and "offeror," "bid form" to "proposal form," "invitation for bid" to "request for proposal," and so forth. Terms may also be changed for use with statements of qualifications (SOQs). These clauses are discretionary, and the City is neither required to use them nor prohibited from using others which are not included in this appendix.

ADDITIONAL INFORMATION

Questions about the contract portions or the technical portions of the bid document must be submitted in writing to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 or lrreddix@gautier-ms.gov. Bidders are cautioned that any statements made by the contract or the technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written amendment to the bid document.

BID ACCEPTANCE PERIOD

The original and nine (9) copies of the bid form, ten (10) copies total, shall be signed and submitted in a sealed envelope or package to Leoqueita Reddix, Purchasing Agent, at 3330 Highway 90, Gautier, Mississippi 39553 no later than the time and date specified for receipt of bids. Timely submission of the bid form is the responsibility of the bidder. Bids received after the specified time shall be rejected and returned to the bidder unopened. The envelope or package shall be marked with the bid opening date and time, and the number of the invitation for bid. The time and date of receipt shall be indicated on the envelope or package by the City Clerk's Office. Each page of the bid form and all attachments shall be identified with the name of the bidder. Failure to submit a bid on the bid form provided shall be considered just cause for rejection of the bid. Modifications or additions to any portion of the bid document may be cause for rejection of the bid. The City reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, the City may request the bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service. (Non-responsive portions of the bid that do not affect service quality, quantity, price or delivery may be, for example, clauses that specify the State in which litigation is to be brought or that provide for high interest charges for late payment.)

BID WITHDRAWAL

If the price bid is substantially lower than those of other bidders, a mistake may have been made. A bidder may withdraw its bid from consideration if certain conditions are met:

- (1) The bid is submitted in good faith
- (2) The price bid is substantially lower than those of other bidders because of a mistake.
- (3) The mistake is a clerical error, not an error of judgment.
- (4) Objective evidence drawn from original work papers, documents, and other materials used in the preparation of the bid demonstrates clearly that the mistake was an unintentional error in arithmetic or an unintentional omission of a quantity of labor or material.

To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the City of claim of right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the City all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid, prior to the time set for the opening of bids, by simply making a request in writing to the City. No explanation is required.

A bidder may also withdraw a bid if the City fails to award or issue a notice of intent to award the bid within one hundred twenty (120) days after the date fixed for the opening of bids. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded, or otherwise benefit from the contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.

BIDDER CERTIFICATION

The bidder agrees that submission of a signed bid form is certification that the bidder will accept an award made to it as a result of the submission.

BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever for additional compensation.

CERTIFICATES AND LICENSES

Contractor shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after Contractor receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four hours of demand at any time during the contract term. Licenses and certificates required for this contract include, by way

of illustration and not limitation, the following:

- (1) A business license valid in the City of Gautier, Mississippi.
- (2) A professional license or certificate, if applicable.
- (3) Any additional licenses that may be required to be held by architects, health professionals, pesticide or herbicide application technicians, asbestos removal Contractors, etc.

DEBARMENT

By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State, and that it is not an agent of a person or entity that is currently debarred from submitting bids for contract issued by any political subdivision or agency of the State.

EXCEPTIONS

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID

The City accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

INFORMALITIES AND IRREGULARITIES

The City has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder with the bid for the City to properly evaluate the bid, the City has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. (Information requested may include, for example, a copy of business or professional licenses, or a work schedule.)

LATE SUBMISSIONS

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt will not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It must be determined by the City that the late receipt was due solely to mishandling by the City after receipt at the specified address. The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been

supplied and affixed by the U.S. Postal Service on the date of mailing.

Bidders should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper. The only acceptable evidence to establish the time of receipt at the office identified for bid opening is the time and date stamp of that office on the bid wrapper or other documentary evidence of receipt used by that office.

NONCONFORMING TERMS AND CONDITIONS

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The City reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City regarding the bidder's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (1) the ability, capacity, skill, and financial resources to perform the work or provide the service required;
- (2) the ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference;
- (3) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- (4) the quality of performance of previous contracts or services.

SURETY REQUIRED

- (1) Bid surety: A bid bond, cashier's check, or certified check in the amount of \$50,000 made payable to the City shall accompany each bid. The bid surety of all bidders shall be retained until after the award of the contract is made. The bid surety of the successful bidder shall be retained until the posting of an initial performance bond. The failure of the bidder to accept an award and file acceptable performance within fifteen (15) days after award shall be just cause for cancellation of the award and the forfeiture of the bid surety to the City as liquidated damages. Award may then be made to the next lowest responsive and responsible bidder.
- (2) Performance surety: An initial performance bond upon award in the amount of \$1,000,000 shall be required of the successful bidder. Upon activation of the contract, an additional performance bond and/or an increase in the amount of the performance bond may be

required, depending upon the severity of the disaster and the amount of debris, at the discretion of the City. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.

- (3) Payment surety: Upon activation, a payment bond in the amount of 100 percent of the estimated bid amount, based upon the severity of the disaster, shall be required of the successful bidder to guarantee payment of all persons who have and fulfill contracts with Contractor for performing labor or providing equipment or material in the performance of the work provided for in the contract. The bond shall be a corporate surety bond issued by a surety company authorized to do business in the State of Mississippi.
- (4) Alternative surety: A certified check for cash escrow deposit such as a personal bond, property bond, or a bank or savings and loan association letter of credit may be tendered in lieu of any bond subject to approval by the City's attorney.
- (5) In no event shall the requirement for a bond be waived.

SECTION 6: PROPOSED PRICING

FEE SCHEDULE FORM

ATTACHMENT A

TO: CITY OF GAUTIER
 REQUEST FOR PROPOSALS *for*
 DISASTER RESPONSE SERVICES AND SUPPLIES

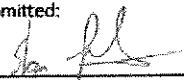
The costs listed shall include all expenses in any way related to the service/supply, including delivery and maintenance. The Respondent shall provide prices in the units provided below. "Cost plus percentage" prices cannot be accepted, and the Respondent risks rejection of the proposal if they are provided 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: <u>12</u>	Per Week	TWENTY SEVEN THOUSAND THREE HUNDRED DOLLARS	\$ 27,300
2.0	Sleep tents – specify number of beds per tent. Beds per tent: <u>30</u>	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 <u>7</u> LB bag.	Per Bag	FOUR DOLLARS AND NINETY CENTS	\$ 4.90
6.0	Reefer/Refrigerated trailers (without fuel). Specify trailer length: <u>40'</u>	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: <u>8</u>	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. <u>8</u>	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: <u>16.9oz</u>	Per Case	FOURTEEN DOLLARS AND NINETY CENTS	\$ 14.90
12.0	Tower/Area Lighting Towable engine power. (120V/240V). Specify KW: <u>8</u>	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: <u>TRASH BIN</u> Size: <u>44 Gallon</u> Cu yd.	Per Week	ONE HUNDRED TWENTY FIVE DOLLARS	\$ 125
15.0	Garbage Disposal Service per dump. Type: <u>DUMPSTER</u> Size: <u>40</u> Cu yd.	Per Week	EIGHT HUNDRED FIFTY DOLLARS PER SWAPOUT	\$650/ 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 THOUSAND 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:



Authorized Signature and Date:

April 16, 2026

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

[Signature]
 Affiant Signature

Division President
 Title

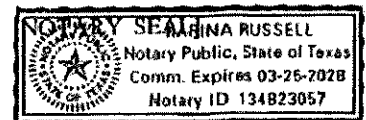
STATE OF Texas

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: [Signature]

My commission expires: 3/25/28



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 SLSO 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.

[Signature]
Affiant Signature
Division President
Title

STATE OF Texas

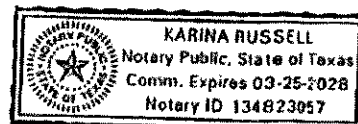
CITY OF Galveston

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: [Signature]

My commission expires: 3/25/28

[NOTARY SEAL]



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 as an actual distortion of goals, processes, methods of analysis, or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the City.

Please check the appropriate statement:

☒

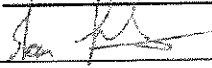
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

☐

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Print Legal Name of Authorized Respondent: Stan Ledbetter

Print Title of Authorized Respondent: Division President

Signature of Authorized Respondent: 

Date: April 16, 2026

ANTI-LOBBYING CERTIFICATION FORM

ANTI-LOBBYING 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: <u>A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <u>A</u> a. bid/offer/ application b. initial award c. post-award	3. Report Type: <u>A</u> a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime: SLSCC LTD 6702 Broadway Street Subwarden: Galveston, TX 77554 Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subwarden, 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 (Attach Continuation Sheet(s) SF-LLL-A if necessary) (if individual, last name, first name, middle)		
10. b. Individuals Performing Services (including address if different from No. 10, a.) (Attach Continuation Sheet(s) SF-LLL-A if necessary)		
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 <u>1</u>) 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 filer 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: <u>[Signature]</u> Print Name: <u>Stan Ledbetter</u> Title: <u>Division President</u> Telephone: <u>652.413.0936</u> Date: <u>April 16, 2006</u>		

SUSPENSION AND DEBARMENT CERTIFICATION FORM

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).

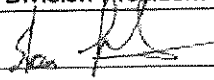
(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(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.

SL 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.

SL 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.

SL 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.

Stan Ledbetter
Signature

Stan Ledbetter

Name (Printed)

April 16, 2026

Date

Division President

Title

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

RESOLUTION NUMBER 252-2026

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 uncleanness 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 **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

NAY: **None**

ABSENT: **Dante Elbin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.



Mayor: Casey Vaughan

At Large: Eric Minor

Ward 1: Cameron George

Ward 2: Richard Jackson

Ward 3: Kay C Jamison

CITY OF GAUTIER

Nature's Playground

Ward 4: Lorenzo Fuller, Sr

Ward 5: Dante Elbin

City Manager: Carlos Moulds

City Attorney: Josh Danos

City Clerk: Teresa Montgomery

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,

Patrick Fagan

Code Enforcement

City of Gautier

3330 Hwy 90

Gautier, MS. 39553

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

RESOLUTION NUMBER 253-2026

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 **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

NAY: **None**

ABSENT: **Dante Elbin**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 2, 2026.

F0012
Fee: \$ 10



Michael Watson
SECRETARY OF STATE

2026141304

Business ID: 1514702
Filed: 02/22/2026 04:08 PM
Michael Watson
Secretary of State

Articles/Certificate of Amendment

Business Details

Business ID: 1514702

Business Name: Gautier High School-Alumni Association

Current Registered Agent

Name: Erica Peyton
Address: 1813 Westgate Pkwy
Gautier , MS 39553

Amended Registered Agent

Name: Santana Rodgers
Address: 1998 Highland Dr
Gautier , MS 39553

Adoption and Approval Voting

The amendment(s) was(were) adopted on 02/21/2026.

- ☐ The Incorporators.
- ☒ Board of directors without member action and member action was not required.
- ☐ The members pursuant to statute and the results of the voting on the amendment are attached. (The option to attach a file will be displayed on the next screen)

NAICS Code/Nature of Business

813410 - Civic and Social Organizations

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **02/22/2026**.

Name:

Address:

Santana Rodgers
Incorporator

1998 Highland Dr
Gautier, MS 39553

Councilman Jackson made the motion to recess until June 8, 2026, at 4:30pm.
Councilman Fuller seconded the motion. The vote was carried unanimously.

ATTEST:

MAYOR

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of
Gautier, Mississippi, at the meeting of June 16, 2026.

Tuesday
June 8, 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 June 8, 2026 at 4:30pm 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 Chassity Bilbo, Assistant City Manager; Emily Dickerson, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Carlos Moulds, City Manager and Teresa Montgomery, City Clerk.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
June 8, 2026 @ 4:30 PM**

- I. Call to Order**
- II. Agenda Order Approval**
- V. Business Agenda**
 - 1. Executive Session (Municipal Judge Interviews)**

Recess until June 16, 2026 at 6:30pm
www.gautier-ms.gov

Mayor Vaughan called the meeting to order at 4:30pm.

Councilman Fuller made the motion to approve the agenda order, as presented.
Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Councilman George made the motion to enter closed session to determine is executive session is appropriate. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

Councilman Fuller made the motion to enter executive session to discuss personnel matters relating to the Municipal Judge position. Councilman George seconded the motion. The vote was carried unanimously.

Councilman George made the motion to appoint Douglas "Monte" Tynes, Jr. as Municipal Judge, effective upon the vacancy of the position currently held by NeShondria "Shon" Ellerby, and Dustin N. Thomas as Judge Pro Tempore, effective upon the vacancy of the position currently held by Kayleigh Clark Nelson. Councilwoman Jamison seconded the motion. The vote passed by the majority. Those in favor were Mayor Vaughan, Councilman George, Councilwoman Jamison, and Councilman Elbin. Those that opposed were Councilman Minor, Councilman Jackson, and Councilman Fuller.

Councilman Jackson made the motion to return to open session. Councilman Minor seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to recess until June 16, 2026 at 6:30pm. Councilman Minor 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 16, 2026.

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

Council Meeting:

June 16, 2026

Title:

Receive May 2026 Privilege License Reports

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive May 2026 Privilege License Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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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. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for May 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 **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 16, 2026.

City of Gautier				
Business Registry				
May-26				
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1429	2027-05-0009591	Big Dog Liquor Store, Inc.	\$60.00	Current
1988	2027-05-0009592	Vital Care, LLC	\$20.00	New Business
1859	2027-04-0009593	Knights Arcade	\$77.00	Delinquent
1934	2027-05-0009594	Make It Make Scents, LLC	\$20.00	Current
1555	2027-05-0009595	All God's Children Learning Center II	\$30.00	Current
1919	2027-03-0009596	VooDoo Cigar Lounge	\$44.40	Delinquent
601	2027-05-0009597	A & V Cleaning	\$20.00	Current
1757	2027-02-0009598	Block's Construction, LLC	\$22.40	Delinquent
379	2027-05-0009599	Bunny Bread Warehouse	\$20.00	Current
496	2027-05-0009600	Family Dollar Stores of MS, LLC	\$97.50	Current
1935	2027-05-0009601	Skins by Whitley	\$20.00	Current
602	2027-05-0009602	Advanced America #263	\$20.00	Current
551	2027-05-0009603	Norwood Snoballs	\$20.00	Current
1646		Lucky Clover		Closed Business
1550	2027-05-0009604	Burrito Zone	\$45.00	Current
1864	2027-05-0009605	Community Helpers	\$20.00	Current
1933	2027-05-0009606	Catina On Call Cleaning Service	\$20.00	Current
634	2027-06-0009607	Robinson Realty, LLC	\$20.00	Current
1931	2027-05-0009608	Team One Communications, Inc	\$20.00	Current
1357		Webster Electric		Closed Business
1989	2027-05-0009609	Curbow Holdings, LLC	\$20.00	New Business
1831	2027-06-0009610	One Stop of Gautier	\$65.00	Current
1990	2027-05-0009611	Kingsmen Electrical Services	\$30.00	New Business
1829	2027-06-0009612	Manna	\$30.00	Current
1426		Smokescreen		Closed Business
1708		Brock Services		Closed Business
1938	2027-06-0009613	G. Nathan Noble Design Studio	\$20.00	Current
1773	2027-06-0009614	Sioux Bayou Landing, LLC	\$35.00	Current
1871	2027-06-0009615	Antonio's Pizzeria	\$45.00	Current
1991	2027-05-0009616	Geo's Grab & Go	\$20.00	New Business
1868	2027-06-0009617	Mississippi Mud's Cakes, LLC	\$20.00	Current
979	2027-05-0009618	D&S Marine		Closed Business
1650	2027-06-0009619	Bond Trucking, LLC	\$30.00	Current
618	2027-06-0009620	Handy Lock Self Storage	\$20.00	Current
622	2027-06-0009621	Handy Lock, LLC	\$20.00	Current
1721	2027-06-0009622	Donna M. Lewis	\$20.00	Current
		TOTAL:		
		New Business	4	
		Transient Vendor	0	
		Closed Business	5	
		Delinquent Renewal Issued	3	
		Current	24	

New Business May 2026			
Business Name	Business Address	Business Phone	Business Description
Vital Care, LLC	810 Hwy 90 Suite C1	228-235-0852	Pre-employment Services
Geo's Grab & Go	5300 Gautier-Vancleave Rd	347-359-2340	Gas station food sales
Kingsmen Electrical Services	1112 Hwy 90	228-205-2003	Electrical contractor
Curbow Holdings, LLC	2643 Windward Dr.	719-205-7777	Drone photography and real estate

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

Council Meeting:

June 16, 2026

Title:

Receive April 2026 Finance Reports

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive April 2026 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 16, 2026.

APR 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,728,124.11
HB1 Modernization Act Funds	Depository Account	002-000-001	\$951,867.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$69,319.50
Amphitheater Venue	Depository Account	004-000-001	\$34,656.01
MDAH School House Grant	Depository Account	030-000-001	\$13,097.07
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$82,951.66
U S Justice Equitable Sharing	Depository Account	157-000-001	\$83,508.31
Fire Protection Fund	Depository Account	160-000-001	\$203,726.56
Tidelands Grant	Depository Account	171-000-001	(\$1,839.31)
Library Support Fund	Depository Account	172-000-001	\$6,714.28
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	\$123,808.60
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	(\$9,000.00)
Solid Waste Fund	Depository Account	404-000-001	(\$113,184.97)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$7,206,271.35
General Depository Reconciled Cash Balance			\$7,206,271.35

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	(\$54,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	\$706,289.50
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$5,578,401.35
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			\$6,449,352.10
Enterprise Reconciled Cash Balance			\$6,445,354.89

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,058,884.14
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$80,599.07
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$232,794.54
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$734,963.31
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$74,280.53
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$74,278.16
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$17,428.59
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	\$5,285.97
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	\$198,100.64
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	\$551,857.47
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$449.41
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	\$1,557,987.34
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	\$0.00
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,010,741.18
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$1,003,325.29
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	\$1,423,563.87
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	\$2,380,453.17
SB2468 Water Meter Imps	Restricted Fund	422-000-001	\$1,557,987.34
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$269,325.21
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$1,120,648.61
Total Bond & Restricted Reconciled Cash Balances			\$14,352,953.84

**APR 2026
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
General Fund Revenues	13,348,978.00	8,540,782.06	4,808,195.94	63.9%
Expenditures:				
001 Legislative	264,436.00	125,720.93	138,715.07	47.5%
010 City Court	397,834.00	156,001.79	241,832.21	39.2%
021 City Manager	149,800.00	35,982.96	113,817.04	24.0%
022 Human Resources	75,563.00	29,480.03	46,082.97	39.0%
030 Elections	0.00	0.00	0.00	
040 City Clerk	493,028.00	126,047.43	366,980.57	25.5%
060 City Attorney	145,000.00	62,282.90	82,717.10	42.9%
090 Economic Dev - Planning	560,844.00	173,401.28	387,442.72	30.9%
092 Building & General Expenses	1,103,525.00	624,309.71	479,215.29	56.5%
094 Grants & Project Admin	251,922.00	36,092.05	215,829.95	14.3%
100 Police	4,944,779.00	2,680,047.03	2,264,731.97	54.1%
161 Fire	3,972,614.00	1,745,731.80	2,226,882.20	43.9%
170 Recreation	935,541.00	439,201.49	496,339.51	46.9%
201 PW: Streets	675,100.00	293,067.15	382,032.85	43.4%
205 PW: Maintenance	386,935.00	130,540.95	256,394.05	33.7%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	949,703.00	698,924.99	250,778.01	73.5%
General Fund Expenditures	15,394,078.00	7,444,286.04	7,949,791.96	48.3%
<i>Total Operating Expenditures</i>	13,015,430.00	6,390,666.76	6,624,763.24	
<i>Total Capital Outlay Expenditures</i>	1,239,800.00	249,850.70	989,949.30	
<i>Total Debt Service</i>	189,145.00	104,843.59	84,301.41	
<i>Total Transfers Out</i>	949,703.00	698,924.99	250,778.01	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	7,444,286.04	7,949,791.96	
<i>Personnel</i>	9,652,280.00	4,808,070.13	4,844,209.87	
<i>Supplies</i>	722,150.00	279,414.07	442,735.93	
<i>Other Services</i>	2,641,000.00	1,303,182.56	1,337,817.44	
<i>Capital Outlay</i>	1,239,800.00	249,850.70	989,949.30	
<i>Debt Service</i>	189,145.00	104,843.59	84,301.41	
<i>Interfund Transfers for DS</i>	949,703.00	698,924.99	250,778.01	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	7,444,286.04	7,949,791.96	

APR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
002 HB1 Modernization Funds				
Revenues	1,285,030.00	686,447.94	598,582.06	53.4%
Expenditures	1,888,000.00	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	464,788.80	143,669.52	76.3%
004 Amphitheater Venue Fund				
Revenues	560,000.00	60,580.46	499,419.54	10.8%
Expenditures	586,782.00	192,191.50	394,590.50	32.7%
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	1.1%
Expenditures	95,004.43	7,110.36	87,894.07	7.4%
130 \$7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	2,226,939.89	(147,184.02)	107.0%
Expenditures	2,724,201.21	1,975,843.35	748,357.86	72.5%
156 SE MS METRO TASK FORCE				
Revenues		92,129.06	(92,129.06)	
Expenditures	50,941.00	85,407.07	(34,466.07)	167.6%
157 US Justice Equitable Sharing				
Revenues		55,653.55	(55,653.55)	
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	8,750.00	631,476.48	1.3%
Expenditures	670,511.17	40,874.00	629,637.17	6.0%
172 Library Support Fund				
Revenues	138,964.00	120,469.67	18,494.33	86.6%
Expenditures	138,964.00	113,755.39	25,208.61	81.8%
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	21,098.61	388,901.39	5.1%
Expenditures	406,200.00	28,638.61	377,561.39	7.0%

**APR 2026
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
176 Shepard State Park				
Revenues	234,000.00	187,523.37	46,476.63	80.1%
Expenditures	268,123.00	150,889.50	117,233.50	56.2%
177 HB1353 Local Imps: Shepard				
Revenues	200.00	1,322.57	(1,122.57)	661.2%
Expenditures	79,300.00		79,300.00	
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	171,780.27	113,432.73	60.2%
Expenditures	282,506.26	282,506.26	0.00	100.0%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	6,461.53	10,438.47	38.2%
Expenditures	7,713.00	7,713.00	0.00	100.0%
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	237,780.37	159,567.63	59.8%
Expenditures	382,825.00	318,600.00	64,225.00	83.2%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	8,322.02	8,477.98	49.5%
Expenditures	11,348.00	11,348.00	0.00	100.0%
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	233,483.99	61,898.01	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				
Revenues	325,749.00	325,749.00	0.00	100.0%
Expenditures	325,749.00	325,749.00	0.00	100.0%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	194,255.66	400.34	99.7%
Expenditures	194,556.00	194,055.94	500.06	99.7%
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	302,973.18	312,026.82	49.2%
Expenditures	712,895.00	711,338.10	1,556.90	99.7%
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	9,055.61	(3,055.61)	150.9%
Expenditures	12,000.00		12,000.00	

APR 2026
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	74,254.76	232,745.24	24.1%
Expenditures	5,749,498.02	1,676,667.48	4,072,830.54	29.1%
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	17,105.50	(14,105.50)	570.1%
Expenditures	1,050,562.14	64,630.33	985,931.81	6.1%
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	23,992.70	(20,992.70)	799.7%
Expenditures	1,453,660.00	52,000.00	1,401,660.00	3.5%
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	36,000.00	1,464,000.00	2.4%
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	25,850.00	4,954,150.00	0.5%
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	39,795.53	(24,189.53)	255.0%
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	140,000.00	2,851,150.00	4.6%
Expenditures	2,906,150.00	96,000.00	2,810,150.00	3.3%
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00	48,487.00	2,501,513.00	1.9%
Expenditures	3,450,000.00	242,197.50	3,207,802.50	7.0%

**APR 2026
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
401 S2023 GO Note Equipment Fund				
Revenues	0.00		0.00	
Expenditures	218,224.25		218,224.25	
404 Solid Waste Fund				
Revenues	2,343,600.00	1,168,006.16	1,175,593.84	49.8%
Expenditures	2,346,260.00	1,330,877.41	1,015,382.59	56.7%
422 Water Meter Replacement				
Revenues	8,000.00	25,565.52	(17,565.52)	319.5%
Expenditures	1,540,000.00		1,540,000.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	1,500.00	4,419.45	(2,919.45)	294.6%
Expenditures	0.00		0.00	

**APR 2026
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2026	APR 2026	Balance	58.33% % to date
Utility Fund Revenues	11,140,627.00	6,868,201.99	4,272,425.01	61.6%
General Admin & Operations	0.00	551,602.12	(551,602.12)	
W & S Management & Operations	3,462,608.00	1,750,077.68	1,712,530.32	50.5%
Water & Sewer O & M	4,541,792.00	2,422,351.36	2,119,440.64	53.3%
Debt Service	831,041.45	373,451.71	457,589.74	44.9%
Transfers	2,237,749.00	592,828.00	1,644,921.00	26.4%
Contingencies	150,000.00	0.00	150,000.00	
Utility Fund Expenditures	11,223,190.45	5,690,310.87	5,532,879.58	50.7%
<i>Total Operating Expenditures</i>	<i>7,833,400.00</i>	<i>4,677,471.40</i>	<i>3,155,928.60</i>	
<i>Total Capital Outlay Expenditures</i>	<i>171,000.00</i>	<i>46,559.76</i>	<i>124,440.24</i>	
<i>Total Debt Service</i>	<i>831,041.45</i>	<i>373,451.71</i>	<i>457,589.74</i>	
<i>Total Interfund Transfers</i>	<i>2,237,749.00</i>	<i>592,828.00</i>	<i>1,644,921.00</i>	
<i>Total Contingency Expenditures</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>5,690,310.87</i>	<i>5,532,879.58</i>	
<i>Personnel</i>	<i>610,787.00</i>	<i>782,179.11</i>	<i>-171,392.11</i>	
<i>Supplies</i>	<i>466,000.00</i>	<i>221,959.91</i>	<i>244,040.09</i>	
<i>Other Services</i>	<i>6,756,613.00</i>	<i>3,673,332.38</i>	<i>3,083,280.62</i>	
<i>Capital Outlay</i>	<i>171,000.00</i>	<i>46,559.76</i>	<i>124,440.24</i>	
<i>Debt Service</i>	<i>831,041.45</i>	<i>373,451.71</i>	<i>457,589.74</i>	
<i>Interfund Transfers</i>	<i>2,237,749.00</i>	<i>592,828.00</i>	<i>1,644,921.00</i>	
<i>Contingencies</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>5,690,310.87</i>	<i>5,532,879.58</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 16, 2026
Approval of water and sewer adjustments for June 2026 in the amount of \$19,314.93

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for June 2026 in the amount of \$19,314.93

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated June 2026 in the amount of \$19,314.93 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

JUNE 2026 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
CUSTOMER NAME	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	013-57501-002		168.02	70.00			238.02	Pool Fill
	023-04801-000	166.67	465.15	140.00			771.82	Line in yard
	027-06501-001	353.13	949.78	35.00			1,337.91	Behind Walls
	029-16401-005	153.52	387.63	105.00			646.15	Behind Walls
	031-03101-003	189.46	335.71	140.00			665.17	Behind Walls
	031-06001-011		37.81	35.00			72.81	Behind Walls
	039-13401-008	194.74	387.10	70.00			651.84	Behind Walls
	041-10101-000	157.16	325.13	70.00			552.29	Line in yard
	047-18401-001	382.48	535.04				917.52	Line in yard
	047-19601-000	1,872.87	2,619.96	105.00			4,597.83	Line in yard
	050-11101-001	116.89	212.48				329.37	Water Heater
	053-24001-000	722.11	2,114.82		1,000.00	120.55	3,957.48	Line in yard
	062-13301-001		42.64	140.00			182.64	Spigot
	071-09201-002		97.89				97.89	Pool Fill
	077-03001-007	160.48	372.61				533.09	Line in yard
	077-15501-000		31.31				31.31	Pool Fill
	077-16201-000	193.52	452.41				645.93	Line in yard
	103-08201-002	511.33	1,316.04	70.00			1,897.37	Behind Walls
	103-24301-001	167.40	391.96	70.00			629.36	Behind Walls
	139-07001-000	102.51					102.51	Spigot
	139-46051-004	122.74	228.88	105.00			456.62	Behind Walls
	TOTAL	5,567.01	11,472.37	1,155.00	1,000.00	120.55	19,314.93	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

June 16, 2026
Authorization to enter a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA funding for the Utility Relocation (Sewer) MDOT Highway 90 Widening Project

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 GOMESA funding for the Utility Relocation (Sewer) MDOT Highway 90 Widening 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 Utility Relocation (Sewer) MDOT Highway 90 Widening Project; and

WHEREAS, the City of Gautier has been awarded GOMESA funding in an amount not to exceed One Million Dollars (\$1,000,000.00) for the Utility Relocation (Sewer) MDOT Highway 90 Widening Project; and

WHEREAS, the project will identify and correct conflicts between existing City sewer infrastructure and the planned Mississippi Department of Transportation Highway 90 Widening Project, allowing the MDOT project to move forward; and

WHEREAS, the project will include sewer system modifications necessary to eliminate utility conflicts and address infiltration and contamination issues that may impact groundwater; and

WHEREAS, the Mayor and Council Members hereby find that entering into a Memorandum of Understanding with the Mississippi Department of Marine Resources for acceptance of GOMESA funding for the Utility Relocation (Sewer) MDOT Highway 90 Widening 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 Utility Relocation (Sewer) MDOT Highway 90 Widening Project in an amount not to exceed One Million Dollars (\$1,000,000.00) is hereby approved..

IT IS FURTHER ORDERED that the City Manager, City Clerk, or the Grants and Projects Director 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 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants & Projects Director
Date: June 2, 2026
Subject: GOMESA Utility Relocation (Sewer) MDOT Highway 90 Widening Project
Memorandum of Understanding with Mississippi Department of Marine
Resources

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 Utility Relocation (Sewer) MDOT Highway 90 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 will identify and correct conflicts with the planned MDOT project to expand Highway 90. It has been explained to COG that existing utilities must be modified to eliminate conflicts, allowing the MDOT project to move forward. Both water and sewer must be corrected before the MDOT project can be advertised. This COG project will also handle the sewer modifications necessary to address any infiltration or contamination issues that impact groundwater.

DISCUSSION:

The City was awarded \$1,000,000 in GOMESA funding for the Utility Relocation (Sewer) MDOT Highway 90 Widening project. The City staff is actively seeking additional funding opportunities for the water line relocation in relation to this project.

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 Utility Relocation (Sewer) MDOT Highway 90 project in the amount not to exceed \$1,000,000.

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 Utility Relocation (Sewer) for MDOT Highway 90 Widening ("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 One Million Dollars and No Cents (\$1,000,000.00). 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 will identify and correct conflicts with the planned MDOT project to expand Highway 90. It has been explained to COG that existing utilities must be modified to eliminate conflicts, allowing the MDOT project to move forward. Both water and sewer must be corrected before the MDOT project can be advertised. This COG project will also handle the sewer modifications necessary to address any infiltration or contamination issues that impact groundwater; and,

WHEREAS, COG's goals are to evaluate the conflicts as identified to provide the appropriate modifications, design adjustments to accommodate the conflicts to ensure that the system integrity is maintained or improved to prevent groundwater contamination, maintain a stable and effective sewer system that will protect the integrity of the groundwater and adjacent environmental systems, and provide the necessary utility improvements to allow a vital MDOT transportation project to move forward; 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 One Million Dollars and No

Cents (\$1,000,000.00) 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

1141 Bayview Avenue · Biloxi, MS 39530-1613 · Tel: (228) 374-5000 · dmr.ms.gov

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: _____

JACKSCITY OF GAUTIER

By: _____

Casey Vaughan, Mayor

Date: _____

GOMESA PHASE II PROJECT FUNDING

ENHANCE * PROTECT * CONSERVE

Request for Funding FY2026

Submission ID: #202603101392

PROJECT SUMMARY**1. Title of Project**

Utility Relocation (SEWER): MDOT Highway 90 Widening

2. Location of Project

Highway 90 in Gautier between Hwy 57 on the east and Dolphin Dr. on the west

3. Requesting Organization:

City of Gautier

4. Requesting Agency Representative

a. Name: Samuel King

b. Phone: 2282189876

d. Email: sking@gautier-ms.gov

c. Address: 3330 Hwy 90

Gautier Mississippi

5. Funding Requested:

\$1000000

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:



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202603101392

8. Total Project Funds

\$1000000

9. Provide Brief Project Description/Overview:

This project will identify and correct conflicts between the planned MDOT project to expand Highway 90. It has been explained to city staff that existing utilities must be modified to eliminate conflicts per the plans provided, allowing the project to move forward. Both water and sewer will need to be corrected before the project can be advertised - this request will handle the sewer modifications to address any infiltration or contamination issues that impact groundwater.

10. LIST Project Goals/Objectives:

1. This project will evaluate the conflicts as identified to provide the appropriate modification.
2. Adjustments to accommodate the conflicts will be designed to ensure that the system integrity is maintained or improved to prevent groundwater contamination.
3. Maintaining a stable and effective sewer system, especially during a major construction project, will protect the integrity of the groundwater and adjacent environmental systems.
4. Providing the necessary utility improvements will allow a vital MDOT transportation project to move forward.

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

☒ (B) Mitigation of damage to fish, wildlife, or natural resources.

Ensuring that the underground sewer system impacted by the pending transportation improvement project maintains or improves integrity will protect the flora and fauna that depend on the natural environment.



ENHANCE ★ PROTECT ★ CONSERVE

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202603101392

☐ (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:

- Authorize consultant to move forward with design on identified sewer system conflicts.
- Develop specifications and construction schedule to coordinate with all impacted services.
- Submit permit applications for all utility modifications as required.
- Advertise for construction and award contract accordingly.

13. Project Timing

Short-term (3 year or less)



GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202603101392

APPLICATION SUMMARY QUESTIONNAIRE

14. Current status of architectural/engineering plans & specifications for this project (if applicable):

Group 1:

In Progress

Group 2:

Funds 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.?

As the City of Gautier continues to grow, utility improvements are necessary to preserve groundwater quality and protect the health and resilience of surrounding ecosystems.

This project will allow the City to benefit from the planned MDOT transportation improvements while maintaining and protecting critical underground sewer infrastructure that safeguards the environment.

16. Estimated number of years to completion:

2

17. Estimated Completion Date:

December 31, 2028

18. Prioritize if your agency has submitted multiple projects:

3



ENHANCE * PROTECT * CONSERVE

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2026

Submission ID: #202603101392

BUDGET

Category	Total
Salaries	
Travel	
Architecture & Engineering	200000
Legal	
Consulting	
Construction	800000
Site Work	
Equipment	
Indirects	
Other	
Total	1000000

Attachments

☒ 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

Samuel King

1 (228) 218-9876

03/10/2026



ENHANCE ★ PROTECT ★ CONSERVE

Attachment C

GOMESA Phase II Funding Project Selection Form

Applicant:	Samuel King	
	First Name	Last Name
Business/Agency:	City of Gautier	
Address:	3330 Highway 90 - Gautier, MS	
Phone:	2282189876	Email: sking@gautier-ms.gov
Project Name:	Utility Relocation (SEWER): MDOT Highway 90 Widening	
Anticipated Budget:	1000000.00	Anticipated Timeline: 7/1/2026 to 6/30/2029

Projects must meet at least one 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

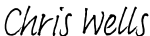
This project will identify and correct conflicts between the planned MDOT project to expand Highway 90. It has been explained to city staff that existing utilities must be modified to eliminate conflicts per the plans provided, allowing the project to move forward. Both water and sewer will need to be corrected before the project can be advertised – this request will handle the sewer modifications to address any infiltration or contamination issues that impact groundwater.

REQUIRED SIGNATURES

GOMESA Committee:

MDMR Committee Representative	 <u>Joseph Priddy (Apr 13, 2026 12:33:55 CDT)</u> <i>Signature</i>	Executive Director	<u>April 13, 2026</u> <i>Date</i>
MDA Committee Representative	 <i>Signature</i>	 <i>Title</i>	 <i>Date</i>
MDEQ Committee Representative	 <u>Chris Wells (Apr 13, 2026 13:22:27 CDT)</u> <i>Signature</i>	Executive Director	<u>April 13, 2026</u> <i>Date</i>

Signature: 
Bill Cork (Apr 13, 2026 13:14:34 CDT)
Email: bcork@mississippi.org

Signature: 
Chris Wells (Apr 13, 2026 13:22:27 CDT)
Email: cwells@mdeq.ms.gov

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

June 16, 2026

Title:

Authorization to submit an application to the Department of Homeland Security and Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program

Introduced by:

Contact Person/Telephone

Sam King 497-8000 Ext. 315

Summary Explanation: Authorization to submit an application to the Department of Homeland Security and Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of Gautier Fire Department

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	☐
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Second Made by:

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Grants and Projects Department requests authorization to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA), for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of the Gautier Fire Department; and

WHEREAS, the Assistance to Firefighters Grant (AFG) Program provides funding to equip and train emergency personnel, enhance firefighter safety, improve emergency response capabilities, and strengthen community resilience; and

WHEREAS, the Gautier Fire Department seeks funding through the FY2025 Assistance to Firefighters Grant Program for the purchase of a turnout gear extractor, drying rack for equipment, and associated freight costs; and

WHEREAS, the proposed grant application amount is Ninety-Four Thousand One Hundred Forty-Eight Dollars (\$94,148.00); and

WHEREAS, the Mayor and Members of the Council find that submission of this grant application is in the best interest of the City of Gautier and the citizens it serves.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA), for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of the Gautier Fire Department is hereby authorized and approved.

IT IS FURTHER ORDERED that the City Manager, Fire Chief, Grants and Projects Director, or City Clerk are authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sam King, Grants and Projects Director
Date: June 5, 2026
Subject: Request to submit an application to the Department of Homeland Security and Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of the Gautier Fire Department

REQUEST:

The Grants and Projects Department requests City Council authorization to submit a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of the Gautier Fire Department.

BACKGROUND:

The AFG Program aims to deliver essential resources to equip and train emergency personnel to meet recognized standards. It provides funding to outfit responders with compliant personal protective equipment to enhance their safety during incident response, retrofit or modify facilities to address known health hazards, and acquire emergency response vehicles. Additionally, the program supports the development of health, wellness, and resiliency initiatives to prepare responders for incidents, improve operational efficiency, promote interoperability, and strengthen community resilience.

The AFG Program expected total of funding is \$291,600,000, and anticipated number of awards is 1,800. The total amount of funding a recipient may receive under an AFG Program award is limited by population of the jurisdiction served by the recipient, with 100,000 or fewer the maximum award \$1 million.

DISCUSSION:

The \$94,148 application will be submitted for consideration to DHS, FEMA on behalf of the Gautier Fire Department for a turnout gear extractor, drying rack for equipment, and freight costs.

RECOMMENDATION:

The Grants and Project Department recommends that City Council authorize the submission a grant application to the Department of Homeland Security, Federal Emergency Management Agency (FEMA) for the FY2025 Assistance to Firefighters Grant (AFG) Program on behalf of the Gautier Fire Department.

City Council may:

1. Authorize submission of a grant application; or
2. Not authorize submission of the grant application.

ATTACHMENT(S):

N/A

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:

June 16, 2026

Title:

Approval to enter into a Modification Agreement to the sub-award agreement #3 with the Mississippi Department of Environmental Quality for the Hickory Hills Rehabilitation Project

Introduced by:

Contact Person/Telephone

Sam King 497-8000

Summary Explanation: Authorization to enter into a Modification Agreement to the sub-award agreement #3 (additional time) with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) for the Hickory Hills Sewer Rehabilitation 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 authorization to enter into Modification #3 to the Sub-award Agreement with the Mississippi Department of Environmental Quality (MDEQ) for the Water Quality Improvement Program (WQIP) regarding the Hickory Hills Sewer Rehabilitation Project; and

WHEREAS, the City of Gautier has been awarded funding through the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for engineering, design, and permitting of wastewater system infrastructure improvements associated with the Hickory Hills Sewer Rehabilitation Project; and

WHEREAS, the purpose of the project is to extend sanitary sewer service to residents currently utilizing septic systems by installing grinder pumps, pressure mains, gravity sewer lines, and related infrastructure improvements; and

WHEREAS, MDEQ has requested additional time to complete environmental permitting, plans and specifications approvals, bid advertisement approvals, and initiation of closeout activities for this phase of the project prior to construction; and

WHEREAS, Modification #3 to the Sub-award Agreement will extend the grant end date from June 30, 2026, to September 30, 2026; and

WHEREAS, the Mayor and Council hereby find that entering into Modification #3 to the Sub-award Agreement with MDEQ 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 Modification #3 to the Sub-award Agreement with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) regarding the Hickory Hills Sewer Rehabilitation Project is hereby approved and authorized.

IT IS FURTHER ORDERED that the City Manager, City Clerk, or Grants and Projects Director 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 Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, Interim City Manager
From: Samuel King, Grants and Projects Director
Date: June 9, 2026
Subject: RESTORE Council WQIP Modification to Sub-award Agreement #3 with the Mississippi Department of Environmental Quality – Hickory Hills Sewer Rehabilitation-Add Time

REQUEST:

The Grants and Projects Department requests City Council approval to enter into a modification agreement to the sub-award agreement #3 with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) for the Hickory Hills Sewer Rehabilitation regarding additional time.

BACKGROUND:

Consistent with the RESTORE Council's water quality restoration goals, the State of Mississippi prioritizes projects that improve water quality and support coastal ecosystems. Septic-to-sewer conversions and wastewater infrastructure improvements reduce pollution entering coastal waters, benefiting both marine resources and the Mississippi Gulf Coast economy.

The project will connect unserved residences in the Hickory Hills area to the municipal sewer system through the installation of individual grinder pumps, 2-inch force mains, a new 8-inch gravity sewer main along Ferry Point Road, Castelle Bluff Drive, and Lauban Lane, and partial upgrades to existing lift stations.

The City of Gautier was awarded \$370,000 through the RESTORE Act, administered by MDEQ and the RESTORE Council, for the engineering, design, and permitting of these wastewater infrastructure improvements.

The subaward agreement between MDEQ and the City was modified twice to extend the grant completion date from October 31, 2025, to June 30, 2026. The extensions were necessary due to delays in obtaining right-of-way responses and completed forms from affected residents, as well as additional time required for MDEQ approvals and environmental permitting.

DISCUSSION:

MDEQ has requested additional time to complete environmental permitting, plans and specifications approvals, bid advertisement approvals, and the initiation of closeout activities for this phase of the project before construction begins to connect residents from septic tanks to the City's sewer system. The Subaward Agreement #3 between MDEQ and the City will be modified to extend the grant end date from June 30, 2026, to September 30, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve entering into a modification agreement to the sub-award agreement #3 with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) for the Hickory Hills Sewer Rehabilitation regarding additional time.

The City Council may:

1. Authorize approval of the sub-award agreement modification #3 as presented; or
2. Not authorize approval of the sub-award agreement modification #3.

ATTACHMENT(S):

Sub-award Agreement Modification #3

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 24-00026

**SUB-AWARD AGREEMENT
MODIFICATION NO. 3**

The Mississippi Department of Environmental Quality (herein referred to as “MDEQ”) and City of Gautier (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each a “Party”) entered into Sub-Award Agreement (the “Agreement”) on the 7th day of February 2024.

WITNESSETH THAT:

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

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Paragraph 6, Period of Performance, is modified as follows:

The Period of Performance shall commence February 7, 2024 and shall end on September 30, 2026 (“Period of Performance”). The SUB-RECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

Except as it is modified by the provisions of Sub-Award Agreement Modification Nos. 1-3, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Signature of Authorized Representative

Printed Name

Title

Date

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

June 16, 2026
Authorization to prioritize and submit three applications to Mississippi Department of Marine Resources (MDMR) for FY2028 Tidelands funding

Introduced by:
Contact Person/Telephone

Sam King 497-8000 Ext. 315

Summary Explanation: Authorization to prioritize and submit three applications to Mississippi Department of Marine Resources (MDMR) for FY2028 Tidelands funding

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 has identified several potential projects for FY2028 Mississippi Tidelands Public Access Funding; and

WHEREAS, the purpose of the Mississippi Tidelands Trust Fund is to preserve and protect the tidelands and submerged lands within Mississippi's three southern coastal counties through conservation, reclamation, preservation, acquisition, education, enhancement of public access, and public improvement projects; and

WHEREAS, three applications are proposed for submission to the Mississippi Department of Marine Resources for continued improvements to public access and recreational amenities within the City of Gautier; and

WHEREAS, the proposed projects include:

1. Continued improvements to Mary Walker Bayou/George Martin City Park;
2. Continued improvements to Shepard State Park amenities and infrastructure; and
3. Continued improvements to Town Commons amenities and infrastructure; and

WHEREAS, if more than one project is authorized by the City Council for application, priorities must be assigned to the funding requests.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of three (3) applications to the Mississippi Department of Marine Resources for FY2028 Tidelands Public Access Funding is hereby authorized and approved.

IT IS FURTHER ORDERED that the projects shall be prioritized as follows:

1. Mary Walker Bayou/George Martin City Park Improvements;
2. Shepard State Park Improvements; and
3. Town Commons Improvements.

IT IS FURTHER ORDERED that the City Manager, City Clerk, or Grants and Projects Director 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 Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King Grants and Projects Director
Date: June 9, 2026
Subject: FY2028 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to submit three applications to the Mississippi Department of Marine Resources for FY2028 Tidelands Public Access funding for continued improvements at Mary Walker Bayou/George Martin City Park, Shepard State Park, and Town Commons.

BACKGROUND:

The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.

DISCUSSION:

Three applications will be submitted for FY2028 Tidelands Public Access funding to support ongoing improvements at Mary Walker Bayou/George Martin City Park, Shepard State Park, and Town Commons.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the submission of three applications to the Mississippi Department of Marine Resources for FY2028 Tidelands Public Access funding for continued improvements at Mary Walker Bayou/George Martin City Park, Shepard State Park, and Town Commons.

City Council may:

- 1) Authorize submission of the three (3) applications, as presented; or
- 2) Not authorize submission of three (3) applications, as presented.

ATTACHMENT(S):

None

**CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet**

Council Meeting:

June 16, 2026

Title:

**Approval of a Shepard State Park Mobile Home
Lease Agreement between the City of Gautier
and George Carter**

Introduced by:

Contact Person/Telephone

Chassity Bilbo 497-8000

**Summary Explanation: Approval of a Shepard State Park Mobile Home Lease Agreement
between the City of Gautier and George Carter**

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City manages the day-to-day operations and maintenance of Shepard State Park; and

WHEREAS, the Park has a three (3) bedroom mobile home which the City uses to house the Park Ranger; and

WHEREAS, the Parks and Recreation Department desires to enter into a lease agreement with George Carter to reside in the Shepard State Park Mobile Home and serve as Park Ranger; and

WHEREAS, the lease agreement provides that in lieu of paying rent and certain utilities, the Tenant/Park Ranger will perform maintenance duties and share “on call” responsibilities at Shepard State Park; and

WHEREAS, the City Council finds that the performance of these duties is good and valuable consideration for occupancy of the leased premises, and that this value exceeds the fair market value of the leasehold; and

WHEREAS, the Mayor and Members of the Council find that approval of the lease agreement is in the best interest of the City of Gautier and the continued operation of Shepard State Park.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park Mobile Home Lease Agreement between the City of Gautier and George Carter is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Chassity Bilbo, Recreation Director
Date: 06/09/2026
Subject: Consideration of a Lease Agreement for the Shepard State Park Mobile Home – George Carter

REQUEST:

The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and George Carter to reside in the Shepard State Park Mobile Home. George Carter will serve as the Park Ranger.

BACKGROUND:

The City manages the day-to-day operations and maintenance of Shepard State Park. The Park has a 3-bedroom mobile home which the City uses to house the Park Ranger. The Parks & Recreation Department would like to enter into a new agreement due to the termination of a lease agreement with the prior park ranger. In lieu of paying rent and some of the utilities, the park ranger will perform maintenance and “on call” duties at the park.

DISCUSSION:

The park ranger is required to perform an average of 25 hours per week of lawn and facility maintenance and share the “on call” duties at Shepard State Park in exchange for “free” rent, power service, water service, and sewer/trash service. The lawn and facility maintenance duties include standard required duties and an additional duty list that can be used to supplement the standard required duties. Standard required duties would include items such as mowing, weed-eating, camp site cleaning, daily restroom cleaning/restocking, trail trimming, emergency repairs, etc. Additional duties may include items such as, archery range construction, painting, pressure washing, facility repairs, etc. “On Call” duties would include responding to campers calls, responding to emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

RECOMMENDATION:

Staff recommends the City Council authorize execution of the Lease.

The City Council may:

1. Authorize execution of the Shepard State Park Mobile Home Lease as submitted; or
2. Authorize execution of the Shepard State Park Mobile Home Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENTS:

1. Lease-Shepard MobileHome 6.16.26



City of Gautier's Cultural Services Division (CSD) Assistant Park Ranger Job Announcement

Updated: 5/19/14

3330 Highway 90 • Gautier, MS • 228.497-1878 • e-mail: rhonea@gautier-ms.gov

ASSISTANT PARK RANGER PART-TIME POSITION

The City of Gautier is seeking a hard-working, enthusiastic, & self-motivated individual who is interested in living at Shepard State Park and working at the park on a part-time basis (20 hours a week average).

In exchange for part-time work at the park, the successful applicant and family will be provided accommodations in a 3 bedroom mobile home located on the grounds of Shepard State Park. Electricity, water, and sewer/trash-pick-up are included with the home. Internet, phone, television service, and other desired utilities are excluded and would be the responsibility of the worker. No pets are allowed.

Duties will include, but are not limited to, mowing, weed eating, shrubbery trimming, trail cleaning, liter control/pick-up, camp site cleaning/maintenance, restocking restrooms, rotating on-call after-hours park ranger duties, and light maintenance. The city will provide equipment, supplies, gas, and tools needed for the work.

Individuals interested in applying for this Assistant Park Ranger position should contact Rachel Honea in the Cultural Services Division at 228.497.1878 or at rhonea@gautier-ms.gov to fill out an application.

The City of Gautier is an Equal Opportunity Employer. Persons are considered for all positions without regard to race, color, religion, national origin, veteran or disability status. The City of Gautier will attempt to meet any reasonable request for accommodation, in the hiring process in accordance with Title II of the ADA.

**REAL ESTATE LEASE
SHEPARD STATE PARK MOBILE HOME**

This Lease Agreement, entered into and effective this the 16th day of June , 2026 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and George Carter , hereinafter call the Lessor or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the 3 bedroom mobile home situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3-bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the “effective” date listed above and will terminate one year from the “effective” date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly rental fee, power service, and water/sewer/garbage service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 25 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday. Park Ranger will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Emptying trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Performs special projects and other duties as assigned by the Recreation Director

These duties may be shared with the other permanent park tenants residing at the host campsite. “On Call” duties would include responding to campers calls, responding to

emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the Recreation Director.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

OCCUPANTS. No more than 3 adults or 2 adults/4 children may reside on the Premises unless the prior written consent of the Landlord is obtained. The Landlord shall be notified of the names of the occupants of the premises and any changes thereof.

This Lease and occupancy of the premises is binding, on each person(s) specifically named and who signs this Lease. The tenant may not sub-let the premises. The tenant may share required duties with another occupant in the premises as approved by the Landlord.

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS/APPLIANCES. The following furnishings or appliances will be provided by Landlord: Range Stove, Refrigerator, Dishwasher. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with "Termination Clause" below. The lease terms during any such renewal term shall be the

same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord. Small pets may be allowed with prior written approval and a pet deposit fee in the amount of \$250.00.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 keys to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

MAINTENANCE. Lessee will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this lease and any renewal thereof. In particular, Lessee shall keep the fixtures in the mobile home or on or about the leased premises in good order and repair; keep the HVAC clean; keep the use of power to a standard usage rate; maintain the lawn adjacent to the premises; keep the walks free from dirt and debris; and, at his sole expense, shall make all required repairs to the plumbing, appliances, HVAC, structure, and electric and gas fixtures whenever damage thereto shall have resulted from Lessee's misuse, waste, or neglect or that of his guest, family, agent, or visitor. The Lessee covenants and agrees with Lessor to take good care of and keep in clean and healthy condition the premises and their fixtures, and to commit or suffer no waste therein; that no changes or alterations of the premises shall be made or partitions erected, nor walls papered, signs placed, or painting done on or about the leased premises by Lessee or at his direction without the consent in writing of Lessor; that Lessee will make all repairs required to the walls, windows, glass, ceilings, paint, plastering, plumbing work, pipes, and fixtures belonging to the premises, whenever damage or injury to the same shall have resulted from misuse or neglect; and Lessee agrees to pay for any and all repairs that shall be necessary to put the premises in the same condition as when he entered therein, reasonable wear excepted, and the expenses of such repairs shall be included within the terms of this lease and any judgment by confession entered therefore.

The Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair, and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, or other pipes, sewerage, or the bursting, leaking, or running from any tank, washstand, water closet, or waste pipe, in above, upon or about the premises, nor for damage occasioned by water, snow, or ice, being upon or coming

through the roof, skylight, trapdoor, window, or otherwise, not for any damage arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

Repairs necessitated by normal wear, tear, and aging, will be performed by the Lessor. Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with "Access by Landlord to Premises" herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry.

UTILITIES AND SERVICES. Landlord will provide power, water, sewer/trash service to the premises. The Tenant will be responsible for all other utilities desired.

PROPERTY INSURANCE. Landlord shall not be responsible for the contents/personal belongings of the premises. The Tenant, at his sole discretion, may carry a "renters" insurance policy. The Landlord shall not be responsible for any damage incurred to Tenant/Guest personal property.

OTHER. The Tenant will receive work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Park Ranger for any other purpose.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

TERMINATION CLAUSE. Landlord or Tenant may, upon 45 days written notice to the other party, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless

undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Highway 90
Gautier, MS 39553

TENANT:

1034 Graveline Rd,
Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Carlos A. Moulds, City Manager

Dated: _____

LESSEE (TENANT):

Dated: _____

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:

June 16, 2026

Title:

**Approval of a Shepard State Park Host Site
 Lease Agreement between the City of Gautier
 and Richard Sipes**

Introduced by:

Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Shepard State Park Host Site Lease Agreement between the City of Gautier and Richard Sipes

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Minor** ☐ **George** ☐ **Jackson** ☐ **Jamison** ☐ **Fuller** ☐ **Elbin** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City manages the day-to-day operations and maintenance of Shepard State Park; and

WHEREAS, the Shepard State Park Host Site is available for occupancy by an Assistant Park Ranger/Park Host; and

WHEREAS, the Parks and Recreation Department desires to enter into a lease agreement with Richard Sipes to reside at the Shepard State Park Host Site and serve as the Assistant Park Ranger/Park Host; and

WHEREAS, the lease agreement provides that in lieu of paying rent and certain utilities, the Tenant/Assistant Park Ranger/Park Host will perform maintenance duties and share “on call” responsibilities at Shepard State Park; and

WHEREAS, the Park Ranger and Assistant Park Ranger/Park Host will share job duties and responsibilities associated with the maintenance, operation, security, and care of Shepard State Park; and

WHEREAS, the City Council finds that the performance of these duties is good and valuable consideration for occupancy of the leased premises, and that this value exceeds the fair market value of the leasehold; and

WHEREAS, the Mayor and Members of the Council find that approval of the lease agreement is in the best interest of the City of Gautier and the continued operation of Shepard State Park.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Shepard State Park Host Site Lease Agreement between the City of Gautier and Richard Sipes is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Chassity Bilbo, Recreation Director
Date: 06/09/2026
Subject: Consideration of a Lease Agreement for the Shepard State Park Host Site – Richard Sipes

REQUEST:

The Parks & Recreation Department would like to proceed with execution of a lease agreement between the City of Gautier and Richard Sipes to reside in the Shepard State Park Host Site. Richard Sipes will serve as the Assistant Park Ranger/ Park Host.

BACKGROUND:

The City manages the day-to-day operations and maintenance of Shepard State Park. The Host Site will be used for the Assistant Park Ranger. The host site has been vacant for some time. The Parks & Recreation Department would like to re-implement this lease agreement. In lieu of paying rent, the Assistant Park Ranger/Park Host will perform maintenance and “on call” duties at the park. The Park Ranger and Assistant Park Ranger will share job duties and responsibilities at the Park.

DISCUSSION:

The Assistant Park Ranger/ Host is required to perform an average of 25 hours per week of lawn and facility maintenance and share the “on call” duties at Shepard State Park in exchange for “free” rent, power service, water service, and sewer/trash service. The lawn and facility maintenance duties include standard required duties and an additional duty list that can be used to supplement the standard required duties. Standard required duties would include items such as mowing, weed-eating, camp site cleaning, daily restroom cleaning/restocking, trail trimming, emergency repairs, etc. Additional duties may include items such as archery range construction, painting, pressure washing, facility repairs, etc. “On Call” duties would include responding to campers calls, responding to emergencies, monitoring site security, and other caretaker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

RECOMMENDATION:

Staff recommends the City Council authorize execution of the Lease.

The City Council may:

1. Authorize execution of the Shepard State Park Host Site Lease as submitted; or
2. Authorize execution of the Shepard State Park Host Site Lease with changes; or
3. Deny the Execution of the Lease.

ATTACHMENTS:

1. Host Site -Shepard Park 6-9-26

HOST CAMPSITE LEASE SHEPARD STATE PARK

This Lease Agreement, entered into and effective this the 16th day of June, 2026 (the effective date), by and between the City of Gautier hereinafter called the Property Manager or Lessor or the Landlord, and Richard Sipes, hereinafter call the Lessee or Tenant, and that in consideration of the covenants herein contained, on the part of the said Lessee to be kept and performed, the said Lessor does hereby demise and lease to the said Lessee, the host campsite situated at 1034 Graveline Road, City of Gautier, County of Jackson, State of Mississippi.

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the host campsite that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on the "effective" date listed above and will terminate one year from the "effective" date, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-8000 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a monthly campsite rental fee, power and water service, the Tenant is to provide lawn and facility maintenance at the Park for an average of 20 hours per week. In addition, the "on call" duties from 5 p.m. through 8 a.m., Monday through Sunday, will be shared with the other permanent park tenant residing at the mobile home site. Tenant will be responsible for the following duties:

- Cutting of fields, bark park, archery lanes, hiking trails, and disc golf lanes
- General lawn care
- Trimming of limbs throughout park
- Maintain the areas around the restrooms and bath house
- Maintain the areas around the pavilion
- Cleaning of campsites
- Emptying trash receptacles
- Respond to camper inquiries after hours
- Lawn maintenance
- Clean Restrooms
- Performs special projects and other duties as assigned by the Recreation Director

These duties will be shared with the other permanent park tenant residing at the host campsite. "On Call" duties would include responding to campers calls, responding to

emergencies, monitoring site security, and other care taker type duties after normal office hours: 5 p.m. to 8 a.m. Monday through Sunday.

These duties will be shared with the other permanent park tenant residing at the host site.

Routine Maintenance of the leased premises will not be included in the average work hour calculation.

Work schedule and time off shall be coordinated with the other permanent park tenant residing in the mobile home on site.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted. Any personal property shall be removed prior to the termination date

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice in accordance with "Termination Clause" below. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the

UTILITIES AND SERVICES. Landlord will provide power and water service to the premises. The Tenant will be responsible for all other utilities desired.

OTHER. The Tenant will receive work assignments from the Parks and Recreation Director or authorized designee. As additional consideration for this lease, the City will provide, from time to time, as it deems necessary, the use of city-owned vehicles and equipment for the execution of the Assistant Park Rangers responsibilities under this Lease. City vehicles and equipment may be used for providing city services only and may not be used by the Assistant Park Ranger for any other purpose.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. After written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or

additional work duties may be assigned. In the event of Tenant's default, Landlord may, in the alternative, elect to terminate the lease as provide herein.

TERMINATION CLAUSE. Landlord or Tenant may, upon 45 days written notice to the other party, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a

responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Highway 90
Gautier, MS 39553

TENTANT:

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this lease. If any provision of this lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and incurred to the benefit of parties and their respective legal representatives, successors and assigns.

LESSOR (LANDLORD):

City of Gautier
Carlos A. Moulds, City Manager

Dated: _____

LESSEE (TENANT):

Dated: _____

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:

June 16, 2026

Title:

Approval of an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program

Introduced by:

Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program.

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 Chief of Police requests authorization for the City of Gautier to enter into an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program; and

WHEREAS, CARFAX provides participating law enforcement agencies with access to investigative resources, including vehicle history reports, crash data, law enforcement databases, and analytical tools that assist in criminal, traffic, and property crime investigations; and

WHEREAS, under the terms of the agreement, the Gautier Police Department will provide crash report data to CARFAX and, in return, will receive access to CARFAX investigative databases and law enforcement tools at no direct cost to the City; and

WHEREAS, participation in the CARFAX for Police Program will enhance the Department's ability to investigate vehicle-related crimes and traffic crashes, improve information sharing among law enforcement agencies, and provide valuable investigative resources while maintaining compliance with applicable privacy and data security requirements; and

WHEREAS, the Mayor and Members of the Council find that participation in the CARFAX for Police Program is in the best interest of the City of Gautier and will provide valuable resources to support public safety operations.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Agreement between the City of Gautier and CARFAX, Inc. for participation in the CARFAX for Police Program is hereby approved, but only to the extent such terms are permissible under Mississippi law.

IT IS FURTHER ORDERED that the Mayor, City Manager, Chief of Police, or City Clerk are authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 16, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: David Bever, Chief of Police
Date: June 11, 2026
Subject: Approval of Agreement with CARFAX for Law Enforcement Services

REQUEST:

The Chief of Police respectfully requests the Mayor and City Council approve the City of Gautier entering into an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program.

BACKGROUND:

CARFAX provides law enforcement agencies with access to investigative resources, including vehicle history reports, crash data, and analytical tools that assist in criminal, traffic, and property crime investigations. Under this agreement, the Gautier Police Department will provide crash report data to CARFAX and, in return, receive access to CARFAX's law enforcement databases and investigative tools at no cost to the City.

DISCUSSION:

Participation in the CARFAX for Police Program will enhance the Department's ability to investigate vehicle-related crimes and crashes by providing access to nationwide vehicle history and crash information. The program promotes information sharing among law enforcement agencies, improves investigative efficiency, and provides valuable investigative leads while maintaining compliance with applicable data security and privacy requirements. There is no direct financial obligation to the City for participation in the program.

RECOMMENDATION:

The Chief of Police recommends that the Mayor and City Council approve the City of Gautier entering into an agreement with CARFAX, Inc. for participation in the CARFAX for Police Program.

ATTACHMENT:

CARFAX For Police Enrollment Form and Terms and Conditions

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (*must provide FULL name*) ("Agency"): _____

Agency ORI Number: ____-____-____-____-____-____

Name: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Crash Reports Written Last Year: _____

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service ☐ Yes ☐ No

Report Distribution Service ☐ Yes ☐ No (If Yes, provide additional information requested below)

eCrash Service (only available if
Agency uses the Report Distribution Service) ☐ Yes ☐ No

DeX 9-1-1 Service ☐ Yes ☐ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: \$ _____
("Reimbursed Fee")

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to Jeff Leonard EMAIL: jeffleonard@carfax.com

CARFAX For Police Program Terms and Conditions

These CARFAX For Police Program Terms and Conditions (the “Terms and Conditions”), any enrollment form (each, an “Enrollment Form”) signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the “Agreement”) between CARFAX, Inc. (“CARFAX”) and Agency and govern Agency’s participation in the CARFAX® For Police Program (the “Program”).

1. Definitions.

1.1 “Agency Crash Report” is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 “Alternative Vehicle History Provider” is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 “Applicable Laws” is defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 “Crash Data” is defined as all Agency Crash Reports (including but not limited to all eCrash Reports) and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information and DeX 9-1-1 Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 “DeX 9-1-1 Information” is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the DeX 9-1-1 Service.

1.6 “DeX 9-1-1 Service” is defined as the CARFAX service that facilitates the self-reporting, collection, and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents as part of Agency’s emergency communications service.

1.7 “DeX 9-1-1 Tools” is defined as the following VH Tools: CARFAX Vehicle History Reports, QuickVIN®, and such other VH Tools that CARFAX makes available to Agency from time to time under this Agreement.

1.8 “DPPA” is defined as the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.9 “DPPA Permissible Use” is defined as a permissible use set forth in the DPPA.

1.10 “Driver Exchange Information” is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.11 “Driver Exchange Service” is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents as part of Agency’s services (excluding its emergency communications service).

1.12 “eCrash Report” is defined as an Agency Crash Report created by or on behalf of Agency using the eCrash Service.

1.13 “eCrash Service” is defined as the CARFAX motor vehicle crash report writing service that allows authorized users to create motor vehicle crash and incident reports.

1.14 “Effective Date” is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.15 “Intellectual Property” is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.16 “Investigative Tools” is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.17 “Joint Agency” is defined as a law enforcement agency that (a) has a written agreement with CARFAX whereby CARFAX is currently licensing the DeX 9-1-1 Service to such agency and (b) has an agreement with Agency whereby Agency currently provides certain emergency communication services to such agency.

1.18 “Law Enforcement Database” is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.19 “Law Enforcement Information” is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.20 “PII” is defined as information identifying an individual that is included in any motor vehicle crash or other incident report, such as first and last name of an involved party, date of birth, and driver’s license number.

1.21 “Process”, “Processing” or “Processed” is defined as any operation or set of operations performed, whether by manual or automated means, on PII or on sets of PII, such as collection, use, sale, sharing, retention, storage, disclosure, analysis, deletion, or modification of PII.

1.22 “Report Distribution Service” is defined as the CARFAX online platform that allows CARFAX to distribute and/or sell motor vehicle crash and incident reports on behalf of law enforcement agencies.

1.23 “Services” is defined as the Investigative Tools, the Driver Exchange Service, the DeX 9-1-1 Service, the Report Distribution Service, the eCrash Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.24 “VH Tools” is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.25 “VHDB” is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency’s use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency’s use in law enforcement investigations. To the extent “personal information” (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver

Exchange Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency's service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 DeX 9-1-1 Service. If Agency elects to use the DeX 9-1-1 Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use, on behalf of itself or the applicable Joint Agency, (a) the DeX 9-1-1 Service solely to: (i) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident and (ii) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident; and (b) access and use the DeX 9-1-1 Tools solely for Agency's use in law enforcement investigations. Agency authorizes CARFAX to act as Agency's and/or the applicable Joint Agency's service provider to store and maintain the DeX 9-1-1 Information, notify the individuals using the DeX 9-1-1 Service to access the DeX 9-1-1 Information, and provide such DeX 9-1-1 Information (in whole or in part) to such individuals and/or their representatives. Notwithstanding anything to the contrary in this Agreement, if Agency elects to use only the DeX 9-1-1 Service and the DeX 9-1-1 Tools and no other Services, then: (x) Section 3 of this Agreement shall not apply to Agency; and (y) the term "Effective Date" as used herein shall refer to the date that Agency signs or accepts the Enrollment Form. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the DeX 9-1-1 Tools for any Prohibited Purposes.

2.4 Report Distribution Service. If Agency elects to use the Report Distribution Service, Agency authorizes CARFAX to act as Agency's service provider to: (a) offer to sell and sell (or at Agency's request, offer to provide or provide at no cost) through the Report Distribution Service all Agency Crash Reports (including but not limited to e-Crash Reports) that CARFAX receives under this Agreement and/or all Agency-authorized rendered versions of the Agency Crash Reports, as applicable (collectively, the "Distributed Reports"), and (b) store and maintain all such Distributed Reports as well as any information collected from requesters of such Distributed Reports as necessary to provide the Report Distribution Service in compliance with Applicable Laws. Agency authorizes CARFAX to issue press releases and public statements relating to Agency's use of the Report Distribution Service. Agency shall: (a) include on its website(s) and social media site(s) one or more hyperlinks to the Report Distribution Service; (b) direct all individuals and entities that want to purchase Distributed Reports to the Report Distribution Service; and (c) direct all calls that Agency receives relating to CARFAX or the Report Distribution Service to 1-800-990-2452 or such other phone number designated by CARFAX. Within thirty (30) days after the end of each calendar month, CARFAX will pay Agency the Reimbursed Fee for each Distributed Report sold through the Report Distribution Service. Agency will notify CARFAX in writing of any change to the Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice.

2.5 eCrash Service. If Agency elects to use the eCrash Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the eCrash Service solely to create eCrash Reports. Agency shall be solely responsible for: (a) any and all data and information entered into the eCrash Service and (b) approval of the data and information to create the eCrash Report. Agency understands and agrees that CARFAX may store and maintain any and all such data and information entered into the eCrash Services within its systems. Agency shall notify CARFAX in writing if any Applicable Laws limit CARFAX's use or distribution of the eCrash Reports. Once an eCrash Report has been approved by Agency, CARFAX may use and distribute such e-Crash Report as permitted under this Agreement. If CARFAX or Agency terminates Agency's use of the eCrash Service, Agency will no longer have access to the eCrash Service to create new eCrash Reports or approve previously-created eCrash Reports.

2.6 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.7 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service or the DeX 9-1-1 Service (or any of their respective representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.8 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools (including, without limitation the DeX 9-1-1 Tools) shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; or (c) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.9 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Agency's Security Obligations.

3.1 Security of Law Enforcement Information. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include PII. Agency must protect against any unauthorized access to, and/or any unauthorized disclosure or use of, the Law Enforcement Information. Agency shall keep the Law Enforcement Information confidential and secure, including but not limited to by: (a) restricting access to the Law Enforcement Information to authorized employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and the Law Enforcement Information are accessed solely for law enforcement investigations as permitted under this Agreement; and (c) implementing and maintaining a comprehensive information security program that, at a minimum, meets all requirements of Applicable Laws regulating the Processing and/or security of PII, including implementing and maintaining applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of the data contained in the Law Enforcement

Information.

3.2 Security Incident. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, any PII contained in the Law Enforcement Information that is caused by any acts or omissions of Agency or any of Agency's officers, employees, or agents (collectively, "Agency Incident"), Agency shall promptly notify CARFAX of such Agency Incident and shall fully cooperate with CARFAX in investigating such Agency Incident and preventing the recurrence of an Agency Incident. In connection with an Agency Incident, Agency shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any Applicable Laws. Without CARFAX's prior written consent, Agency shall not reference CARFAX, the Program or any of the Services in connection with any Agency Incident, including but not limited to in any notices to (a) the individuals whose information is the subject of an Agency Incident or (b) any regulatory entities, credit reporting agencies or other parties.

4. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

5. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

6. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

7. CARFAX's Obligations as Service Provider. Agency agrees that, in connection with the applicable Services, CARFAX is acting as Agency's and/or the applicable Joint Agency's service provider for purposes of Processing of any PII contained in the Crash Data (collectively, "Agency PII"). To the extent that the disclosure and use of Agency PII is subject to the DPPA, CARFAX shall only release such Agency PII upon certification by the requester that the requester is a party involved in the motor vehicle crash or incident or has a DPPA Permissible Use. CARFAX shall

implement and maintain applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent permitted by or required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 7 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII from Agency unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

8. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability; Indemnification. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX under this Agreement will not exceed \$1,000, and such amount will be Agency's exclusive remedy. Except to the extent prohibited by Applicable Laws, Agency shall indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents (collectively, the "CARFAX Indemnitees") harmless from any claims, suits, actions, investigations, damages, judgments, losses, settlements, penalties, fines, costs and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, "Damages") that CARFAX Indemnitees may incur or become liable for, solely to the extent and proportion such Damages arise from: (a) Agency's failure to comply with any Applicable Laws, (b) Agency's use of the Services, (c) Agency's breach of this Agreement, or (d) any third-party claim arising out of an Agency Incident.

10. Term and Termination.

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

10.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement, and sell or offer to sell the Distributed Reports already acquired or rendered by CARFAX under this Agreement. Upon any expiration or termination of this Agreement, (a) Agency shall cease accessing the Services and (b) Agency understands that it will no longer have access to any eCrash Reports and is responsible for retaining all eCrash Reports on its own systems prior to the effective date of such expiration or termination. All provisions of this Agreement that expressly or should by their nature

survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 10.2 and Sections 2.7(a), 2.8, 3, 6, 8, 9, and 11.

11. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 16, 2026**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
