

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

ORDER NUMBER 177-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Consent Agenda is hereby approved.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2012.

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

RESOLUTION NUMBER 019-2012

RESOLUTION APPROVING THE AMENDMENT OF THE BOND PAVING LIST INCLUDED AS PART OF THE AGREEMENT BETWEEN THE CITY OF GAUTIER AND JACKSON COUNTY, MISSISSIPPI FOR PAVING OF STREETS WITHIN THE CITY OF GAUTIER.

WHEREAS, the City of Gautier has an inter-local agreement with Jackson County, Mississippi for the paving of certain roads in the City of Gautier; and

WHEREAS, Jackson County, Mississippi has approved a list of roads provided by the City of Gautier to receive asphalt pavement under this agreement; and

WHEREAS, the City of Gautier has identified the need to amend this list to add additional streets for asphalt paving.

NOW, THEREFORE IT IS HEREBY RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Bond Paving List previously submitted to Jackson County, Mississippi and currently a part of the inter-local agreement between Jackson County, Mississippi and The City of Gautier, as amended, be further amended to add the roads identified on the Paving List Amendment #3 (July 17, 2012);

IT IS FURTHER RESOLVED that the City Manager is to submit this Order and revised list to Jackson County, Mississippi for approval by the Board of Supervisors, along with any and all associated documents necessary.

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2012.

7/3/2012

City of Gautier - Street Inventory - Amendment 3 - WARD 1							
Street Name	Length	Width	AREA	VOL	Milling	Ward	Total Cost
	(ft)	(ft)	(sy)	(tons)	(sy)		
1.5" OVERLAY							
Sea Bass	2300	20	5111	485		1	\$49,238.44

\$49,238.44

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

ORDER NUMBER 178-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is authorized to enter into a Memorandum of Understanding with the Mississippi Department of Transportation concerning the TE Project Streetscape Improvement.

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

Motion was made by Mayor Fortenberry, seconded by Councilwoman Martin and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

MAYOR

ATTEST:

INTERIM CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 17, 2012.

Wendy McClain

From: Chassity Bilbo <cbilbo@gautier-ms.gov>
Sent: Tuesday, July 10, 2012 1:35 PM
To: wmcclain@gautier-ms.gov
Subject: FW: MOU for TE project (Dolphin & Hwy 90)
Attachments: MOU.106378.pdf - Adobe Acrobat Pro.pdf

Wendy,
Please place this email as back up documentation for the MOU on the consent agenda.
Thanks,
Chassity Bilbo
City Manager
Executive Assistant
City of Gautier
Phone: 228-497-8020
www.gautier-ms.gov

From: Samantha Abell [<mailto:sabell@gautier-ms.gov>]
Sent: Tuesday, July 10, 2012 8:56 AM
To: cbilbo@gautier-ms.gov
Subject: FW: MOU for TE project (Dolphin & Hwy 90)

Chassity,

Please provide this MOU to Wendy for the consent agenda.

TY

From: Seyfarth, David [<mailto:dseyfarth@MDOT.STATE.MS.US>]
Sent: Friday, June 29, 2012 2:49 PM
To: Samantha Abell; Dennis W. Reeves, P.E. (dreeves@gautier-ms.gov)
Subject: MOU for TE project (Dolphin & Hwy 90)

The attachment is going out in today's mail. Please note that the project should be under contract by December 31, 2013.

Call me if you have any questions

David H. Seyfarth, PE, PS
Special Projects Engineer
Mississippi Department of Transportation
16499#B Highway 49
Saucier, MS 39574-9740
Telephone (228) 832-0682
State of MS Cell (228) 326-9130
Fax No. (228) 832-0681

CONFIDENTIALITY NOTE:

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499-B Highway 49, Saucier, MS 39574-9740
June 29, 2012

Ms. Samantha Abell
City Manager, City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Project number and Memorandum of Understanding, MOU, for TE Project
Streetscape Improvements

Dear Ms. Abell,

The above referenced federal aid project has been activated and assigned a project number-STP-0494-00(008)LPA/ 106378-701000. This number should be used in its entirety on all correspondence for this project.

Attached are the duplicate copies of the MOU for the above referenced project for your review and processing. The MOU outlines responsibilities and funding as required by the MDOT project development manual, PDM, for federal funding. Please execute the MOU in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOU, please remember to include the MDOT in any public relations activities or press release for this project. The MDOT public relations liaison for District VI is Layla Essary, telephone number 601-466-1881.

Should you need additional information, contact my office at 228-832-0682.

Sincerely,

David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



Memorandum of Understanding

STP-0494-00(008)LPA/106378-701000
Streetscape Improvements
Gautier, MS

This Agreement is made between the **Mississippi Transportation Commission**, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and **City of Gautier**, *Local Public Agency*, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize Transportation Enhancement and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements including, but not limited to, landscaping, signs, and banners along multiple routes; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately **\$ 420,000.00** in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if the construction contract is not awarded and fully executed on or before **December 31, 2013**. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the, COMMISSION a maximum of \$ N/A for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ N/A in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local state share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the LPA and the COMMISSION desire to set forth more fully the understandings of the parties with respect to the process by which this will be accomplished.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.
2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.
3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.
4. Be responsible for all maintenance of the PROJECT during and after completion.
5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.
6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.
7. If this is a Transportation Enhancement (TE) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TE PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable change must be in conformance with current standards and with provisions of the Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to

fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any *Transportation Enhancement Funds* until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any over payment by the COMMISSION to the LPA, the LPA agrees to refund any such over payment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.