

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 5, 2022 @ 6:30 PM

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Community Campout will be from April 9th, starting at 12:00pm, through April 10th until 12:00pm at Shepard State Park.**
- 2. Earth Day Celebration will be Friday, April 22nd, from 11 a.m. until 6 p.m. at Shepard State Park. Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Stop by the Welcome Center for Earth Day Goodies.**
- 3. Tasty Thursday will be April 28th beginning at 11 a.m. at the Singing River Mall Property.**
- 4. The Gautier Mayor's Youth Council will host Gautier Game Day, to include a kickball tournament, cornhole tournament, and color war on Saturday, April 30th, from 11 a.m. to 2 p.m. at the Gautier Sportsplex and Gautier First United Methodist Church.**
- 5. Gautier's Farmers Market will begin the second Saturday of every month from May - September, starting at 8 a.m. until 12 p.m. at George Marin City Park.**

IV. Presentation Agenda

- 1. Child Abuse Prevention and Awareness Month**
- 2. National Linemen Appreciation Day Proclamation**

V. Business Agenda

1. **Consideration for an Abatement at 1717 Dolphin Drive, Gautier, MS (Estate of Jean Phillips Langston)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **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 March 15, 2022.**
2. **Authorization to remove broken office equipment and furniture from the City of Gautier's inventory**
3. **Annual Renewal of the Contract with Singing River Services for the Life Care Plus Program**
4. **Authorization to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project and to allow Cypress Environmental Services to serve as authorized agent for the application process.**
5. **Approval of the Mississippi High School Activities Association's concussion information form in order to provide a concussion policy for the City of Gautier's youth athletic programs.**
6. **Authorization to accept a monetary donation from Jerry Lee's Grocery for the City of Gautier's Mayor's Youth Council**
7. **Authorization to accept a monetary donation for The City of Gautier's Youth Baseball & Softball League**
8. **Approval of water and sewer adjustments dated April 5, 2022 in the amount of \$13,259.87**

9. **Approval to waive all fees associated with Shepard State Park for the Boy Scouts of America Singing River District to host a camping activity and service project**
10. **Authorization to retire K-9 Unit (Caesar) from service, and to transfer ownership to Lieutenant Trace Williams**
11. **Approval of a Purchase Agreement with Sunbelt Fire, Inc. for a new E-ONE fire truck and equipment.**
12. **Authorization to approve the proposal by Philadelphia Insurance Companies for Gautier's Youth Baseball & Softball league - participant accidental insurance policy**

VII. STUDY AGENDA

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

Recess until April 19, 2022 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 5, 2022**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Community Campout will be from April 9th, starting at 12:00pm, through April 10th until 12:00pm at Shepard State Park.
2. Earth Day Celebration will be Friday, April 22nd, from 11 a.m. until 6 p.m. at Shepard State Park. Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Stop by the Welcome Center for Earth Day Goodies.
3. Tasty Thursday will be April 28th beginning at 11 a.m. at the Singing River Mall Property.
4. The Gautier Mayor's Youth Council will host Gautier Game Day, to include a kickball tournament, cornhole tournament, and color war on Saturday, April 30th, from 11 a.m. to 2 p.m. at the Gautier Sportsplex and Gautier First United Methodist Church.
5. Gautier's Farmers Market will begin the second Saturday of every month from May - September, starting at 8 a.m. until 12 p.m. at George Marin City Park.

NOTES:

Jackson County & the City of Gautier
present a...

Community CAMPOUT

April 9th at 12 noon to April 10th at 12 noon
One Night Community / Family Campout at
SHEPARD STATE PARK, 1034 Graveline Rd, Gautier
There is NO CHARGE for this community event!

Sign-in and Tent Set-up begins at 12 noon on 4/9/2022.

Once in the park, take the 2nd left turn & follow signs to the LARGE PAVILION.

Bring your own camping gear, food/beverages, & personal items.

We provide: Games - Movie/Popcorn - Bonfire/S'mores - Sunrise Yoga

No alcohol, No TVs, No Pets

11 AM Sunday - Pack up - Leave No Trace!

GAUTIER
MISSISSIPPI
Nature's Playground



Please register in advance - call or email Michele with Gautier Parks and Recreation:

Made with PosterMyWall.com 228-497-2244 - tgonzalez@gautier-ms.gov

City of Gautier



City of Gautier
Recreation & Community
Events

EARTH DAY CELEBRATION!



*Art Work
Created By
Carlos Sahie Velez Ortiz
College Park Elementary*

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Friday, April 22, 2022

Shepard State Park

10:00 am - 6:00 pm

Celebrate Earth Day in Nature's Playground. Come enjoy all the amenities that Shepard Park has to offer. Stop by the Welcome Center for⁶ Earth Day Goodies.



GAUTIER PRESENTS

TASTY

THURSDAY!

28
APR



11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

**MANN KETTLE CORN – KLASSY WRAPPERS – THE BURGER BOX,
COASTY'S, MEATBAWL'S FOOD TRUCK– NORWOODS FAMOUS SKINS,
KEEPIN' IT TASTY, FRANKIE FAYE'S, MAMA RED'S GRILL & MORE,
LOS SARAPES TACO'S Y MAS, SUGAR BEANS CAFE, ROSITA'S
HAVENS DOWN HOME CREAMERY , Gotta Lovett Wings & Things**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

GET IN THE GAME

GAUTIER GAME DAY



FREE
FAMILY
FUN!

APRIL

30

11 AM - 2 PM



GAUTIER FIRST

UNITED METHODIST CHURCH &
ADJACENT GAUTIER SPORTSPLEX

KICKBALL & CORN HOLE TOURNEY

FOOD TRUCKS

• COLOR WAR •

***LAWN GAMES, FACE PAINTING, DJ
& MORE!***

SPONSORED BY
GAUTIER MAYOR'S YOUTH COUNCIL
& GAUTIER FIRST UMC

SAT

11AM



SCAN ME



Come be apart of the



GAUTIER FARMER'S MARKET

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

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 5, 2022**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Child Abuse Prevention and Awareness Month**
- 2. National Linemen Appreciation Day Proclamation**

NOTES :

PROCLAMATION

A Proclamation of the Mayor and City Council Of The City of Gautier, Mississippi

WHEREAS, the City of Gautier prides itself on giving back to the community, contributing to the quality of life among our citizens; and

WHEREAS, Jackson County CASA, in association with the National Court Appointed Special Advocate (CASA) Association, speaks for the best interests of abused and neglected children who are involved in the juvenile courts; and

WHEREAS, more than 36,307 children throughout the State of Mississippi are reported to suffer from some form of abuse or neglect each year; and

WHEREAS, of those, roughly 6,495 were substantiated investigations meaning at least one form of abuse or neglect was found; and

WHEREAS, in Jackson County, there were about 262 or more substantiated incidents of abuse, neglect and/or exploitation; and

WHEREAS, within our state, 52 children died according to the most recent federal numbers reported of abuse and neglect; and

WHEREAS, through a national effort, the Gautier community members are encouraged to join together to raise awareness for those children fallen victim to abuse and neglect throughout the month of April; and

WHEREAS, this effort will give abused and neglected children in our community, and around the county, a chance for a safe and positive future.

NOW, THEREFORE, WE, the Mayor and Council for the City of Gautier, Jackson County, Mississippi, by virtue of the authority vested in me, do hereby proclaim April 2022 as:

CHILD ABUSE PREVENTION AND AWARENESS MONTH

In this City, and in doing so, urge all citizens to join in a national effort to raise awareness and help prevent child abuse and neglect.



MAYOR CASEY VAUGHAN

CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing National Lineman Appreciation Day

WHEREAS, the City of Gautier celebrates and recognizes linemen and wishes to honor these men and women for their exemplary service; and

WHEREAS, the profession of linemen is steeped in personal, family, and professional tradition; and

WHEREAS, linemen play a vital role in the Nation's economy by maintaining and growing the energy infrastructure in the United States; and

WHEREAS, linemen are often the first responders during storms and other catastrophic events, working to make the scene safe for other public safety heroes; and

WHEREAS, linemen sacrifice time away from their families to work in dangerous conditions in order to keep schools and other businesses open; and

WHEREAS, recognizing linemen, the profession of linemen, the contributions of these brave men and women who protect public safety, and expressing support for the designation of April 18, 2022, as National Linemen Appreciation Day.

NOW THEREFORE, We, Mayor and Council of the City of Gautier, Mississippi, do hereby proclaim April 18, 2022 as

NATIONAL LINEMAN APPRECIATION DAY

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 5th day of April, 2022.



Mayor Casey Vaughan
City of Gautier, Mississippi

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

Council Meeting:
Title:

April 5, 2022
Consideration for an Abatement at 1717 Dolphin Drive, Gautier, MS (Estate of Jean Phillips Langston)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 1717 Dolphin Drive, Gautier, MS (Estate of Jean Phillips Langston) (PID #85414005.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, after proper notice, on or about April 5, 2022, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1717 Dolphin Drive, Gautier, MS, PID #85414005.000, as recorded on file in the office of the Chancery Clerk of Jackson County, MS); and

WHEREAS, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 1717 Dolphin Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe structures as recommended by the Planning Department.

IT IS FURTHER ORDERED, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

IT IS FURTHER ORDERED, that a penalty (is or is not) assessed to the property in the amount of \$ _____ (up to \$1500.00 or 50% of the actual cost of cleaning the property).

IT IS FURTHER ORDERED, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/23/2022
Subject: Consideration for an Abatement at 1717 Dolphin Drive, Gautier, MS (Estate of Jean Phillips Langston)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on March 30, 2021, for property overgrown.

Code Enforcement has made multiple attempts to locate the owner of the property. The property shows to be in the estate of Jean Phillips. A notice was left regarding the property and no answer was received. Since then, the property caught fire on December 7, 2021.

The vacant burned property remains. Property owners in the vicinity remain concerned with the visible appearance of this property and what remains of the unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City Hall bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

This property has been abandoned and is found to be unsafe and an eyesore to the city and surrounding neighbors. The Code Enforcement office is seeking abatement of 1717 Dolphin Drive.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

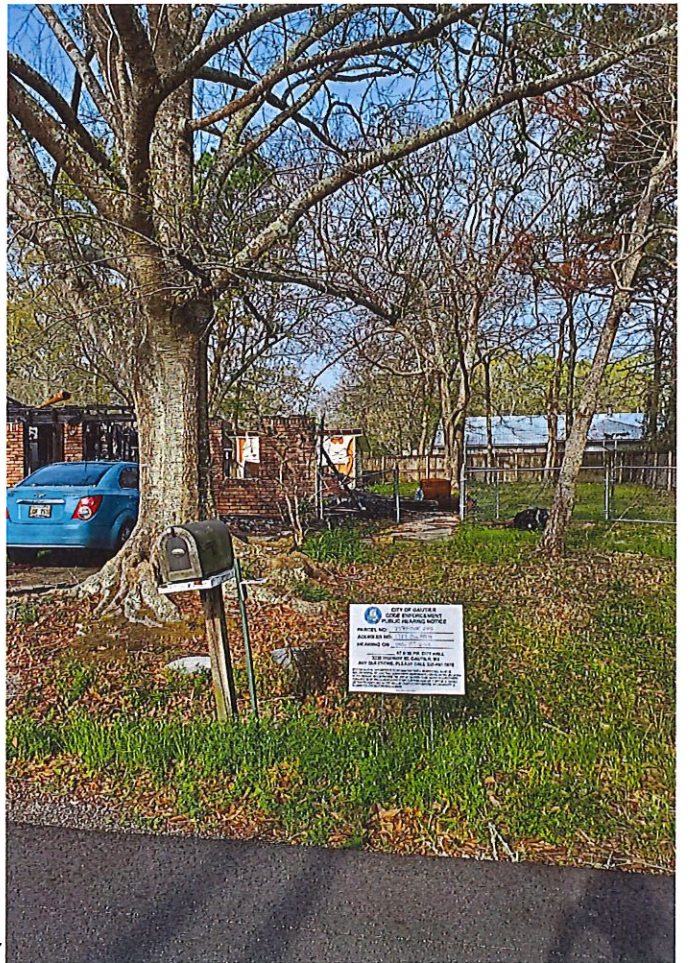
The Code Enforcement office requests the City Council approve this abatement for the demolishing of the structure and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

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

ATTACHMENTS:

1. Pictures & Property Postings 1717 Dolphin
2. Parcel Information
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letters
5. Code Case History 1717 Dolphin
6. MEMORANDUM PUBLIC HEARING



85414005.000 PHILLIPS JEAN LANGDON (EST)

PIDN: 85414005.000
GISP: 872.10-04-0140.00

Owner Information

Percent of Ownership: 100
Name: PHILLIPS JEAN LANGDON (EST)
Name 2:
Mailing Address: P O BOX 1442
GAUTIER MS
39553

Site Address: 1717 DOLPHIN DR GAUTIER

Land Information

Section: 10 Acreage: 0.00

Township: 8

Range: 7

Street Name DOLPHIN
DR

Value and Tax Information

Total Assessed Value: 12515 Total Appraised Value: 83431
Improvement Value: 78611 Land Value: 4820
Tax Amount: 1935 SQ FT: 1432 Year Built: 1963

Legal Description

Description: LOT 41 GULF SPRINGS EST S/D SECT
ION A DB 336-266 (140 MAP872.10-
04)

Deed Book / Page: 336 / 266

85414005.000 PHILLIPS JEAN LANGDON (EST)

PIDN: 85414005.000

GISP: 872.10-04-0140.00

Owner Information

Percent of Ownership: 100

Name: PHILLIPS JEAN LANGDON (EST)

Name 2:

Mailing Address: P O BOX 1442

GAUTIER MS

39553

Site Address: 1717 DOLPHIN DR GAUTIER

Land Information

Section: 10

Acreage: 0.00

Township: 8

Range: 7

Street Name DOLPHIN
DR

Value and Tax Information

Total Assessed Value: 12515

Total Appraised Value: 83431

Improvement Value: 78611

Land Value: 4820

Tax Amount: 1935

SQ FT: 1432

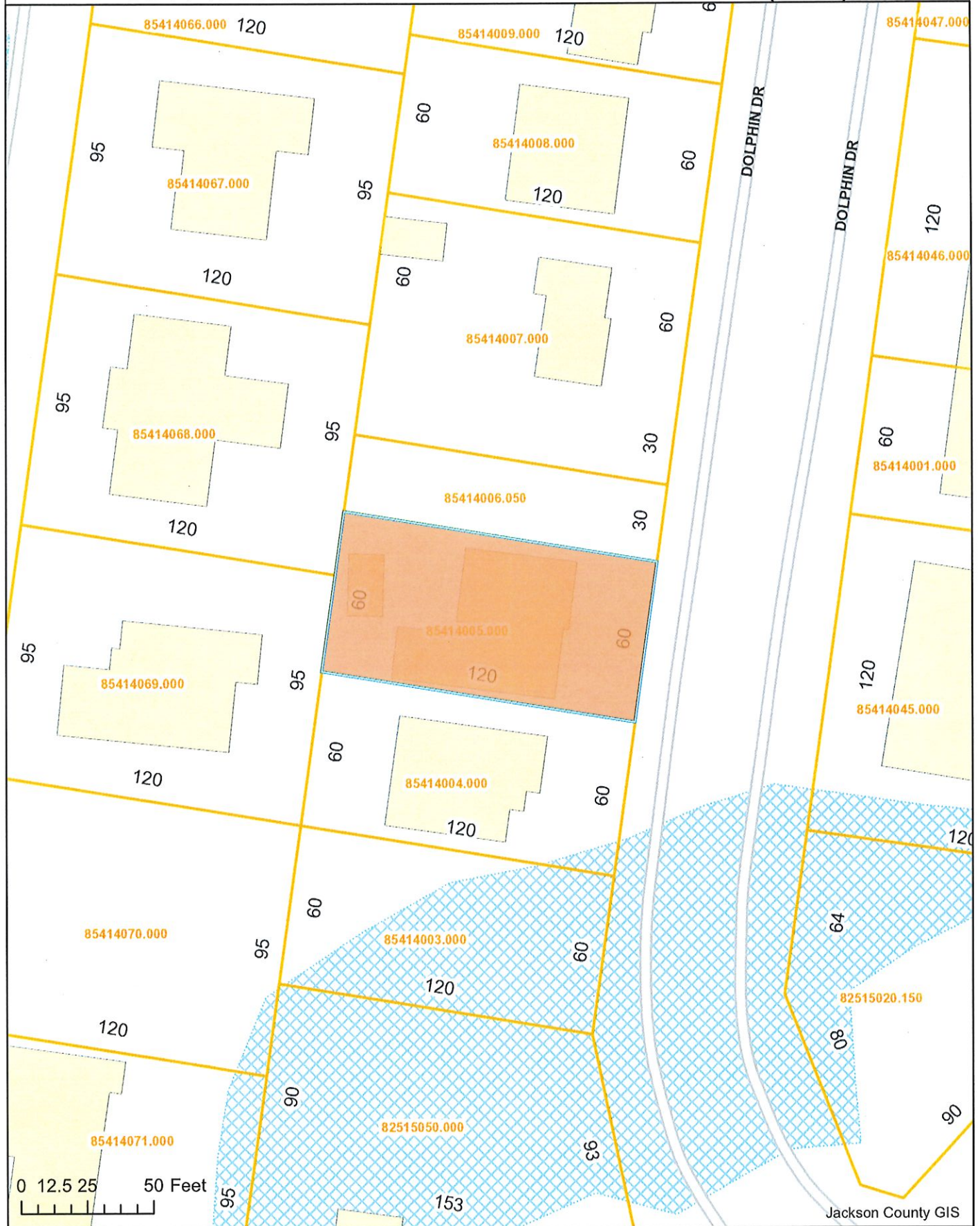
Year Built: 1963

Legal Description

Description: LOT 41 GULF SPRINGS EST S/D SECT
ION A DB 336-266 (140 MAP872.10-
04)

Deed Book / Page: 336 / 266

85414005.000 PHILLIPS JEAN LANGDON (EST)



0 12.5 25 50 Feet

Jackson County GIS

*Mayor
Casey C. Vaughan*

City of Gautier

Gautier, Mississippi

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery*

*3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov*

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on April 5th 2022**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1717 Dolphin Dr

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

*Mayor
Casey C. Vaughan*

*City of Gautier
Gautier, Mississippi*

*City Manager
Paula Yancey*

*Council
At Large Adam Colledge
Ward 1 Cameron George
Ward 2 Richard "DJ" Jackson
Ward 3 Gordon Gollott
Ward 4 Rusty Anderson
Ward 5 Dante Elbin*



*City Clerk
Teresa L. Montgomery

3330 Highway 90
Gautier, MS 39553
Phone : (228) 497-8000
Fax : (228) 497-8028
Email : gautier@gautier-ms.gov
Website: www.gautier-ms.gov*

March 16, 2022

FROM: Melissa Chandler
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Estate of Jean Phillips Langdon
P.O Box 1442
Gautier, MS 39553

Re: Notice of Public Hearing
1717 Dolphin Dr

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1717 Dolphin Dr, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **April 5th, 2022 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

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

Sincerely,

Melissa Chandler

CODE CASE DETAILED REPORT CODE-001541-2021 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 03/30/2021
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: MELISSA CHANDLER	Description: overgrown property/House burned	

Parcel: 85414005.000	Main	Address: 1717 Dolphin Dr	Main	Zone: R-1 (Residential - Single Family)
		Gautier, MS 39553		

Note	Created By	Date and Time Created
1. I sent a notice to PO BOX 1442 39553 for the estate of Jean Phillips about the overgrown property.	CODE ENFORCEMENT	3/30/2021 3:52 pm
2. House burned down. Fire report shows the date 12/07/2021. Fire was intentional according to the fire report. Brittney Langdon is the one it shows that started the fire.	MELISSA CHANDLER	12/15/2021 8:28 am

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Melissa Chandler, Code Enforcement Officer
Date: March 16, 2022
Subject: 1717 Dolphin Drive, Demolish and Clear

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish, clear, and remove the dilapidated, deteriorating, and unsafe structures on this property.

BACKGROUND:

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on March 30, 2021, for property overgrown.

Code Enforcement has made multiple attempts to locate the owner of the property. The property shows to be in the estate of Jean Phillips. A notice was left regarding the property and no answer was received. Since then, the property caught fire on December 7, 2021.

The vacant burned property remains. Property owners in the vicinity remain concerned with the visible appearance of this property and what remains of the unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City Hall bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

DISCUSSION:

This property has been abandoned and is found to be unsafe and an eyesore to the city and surrounding neighbors. The Code Enforcement office is seeking abatement of 1717 Dolphin Drive.

RECOMMENDATION:

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the structure and to clear the entire lot and secure it in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

ATTACHMENTS:

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

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

Council Meeting:

April 5, 2022

Title:

Approval of the Docket of Claims

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

Docket of Claims
Release date from 04/05/2022 thru 04/05/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MAURICE E MCCLURE	221540	04/05/2022	03/23/2022			54.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	PER DIEM ADV: EMT BASIC	04182022	01/26/2022			54.00	
001	AUTOZONE INC	221650	04/05/2022	03/11/2022			288.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	GEAR OIL (2)	4907112114	02/04/2022			27.42	
	001-170-559	ADHESIVE ERASER WHEEL	4907113942	02/07/2022			41.84	
	001-170-638	WATER PUMP/PARTS:2004 GMC 1500	4907118382	02/15/2022			161.66	
	001-170-638	BELT,REPAIR SLEEVE,SEAL:06 RAM	4907118440	02/15/2022			57.70	
001	SPARKLIGHT	221661	04/05/2022	03/11/2022			62.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MAR 2022 CABLE BOX: #118476316	03012022	03/08/2022			62.38	
001	SPARKLIGHT	221662	04/05/2022	03/11/2022			205.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MAR 2022: #001100699	03012022	03/08/2022			205.12	
001	GOVERNMENT BRANDS SHARED SERVICES	221663	04/05/2022	03/15/2022			1,495.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	MAR 2022 COURT SUPPORT	#INV223601	03/01/2022			1,495.00	
001	LEE N BOND, CUSTODIAN	221664	04/05/2022	03/15/2022			271.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	CAR TAG	10082021	10/08/2021			13.45	
	001-100-559	HALLOWEEN CANDY	10262021	10/26/2021			6.40	
	001-100-559	HALLOWEEN CANDY	10262021	10/26/2021			12.84	
	001-100-559	CAR TAG	11222021	11/22/2021			16.20	
	001-100-639	REPR TOP: HIGH WTR TRUCK	11292021	11/29/2021			30.00	
	001-100-559	CHRISTMAS DECO	12022021	12/02/2021			20.05	
	001-100-559	CHRISTMAS DECO	12022021	12/02/2021			20.14	
	001-100-559	CHRISTMAS DECO	12022021	12/02/2021			2.14	
	001-100-559	CHRISTMAS PARADE BEADS	12022021	12/02/2021			20.00	
	001-100-559	PLAQUE: BILL MARTIN	12102021	12/10/2021			30.00	
	001-100-689	ANIMAL TRANQ MEDS	12102021	12/10/2021			20.00	
	001-100-559	APOSTC ACADEMY: THOMAS	01122022	01/12/2022			30.00	
	001-100-559	PLAQUE: KILLINGSWORTH	02222022	02/22/2022			50.00	
001	M & E FEED & SEED	221687	04/05/2022	03/17/2022			103.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD	547905	02/11/2022			37.99	
	001-100-514	DOG FOOD	547905	02/15/2022			65.99	
001	AT&T	221693	04/05/2022	03/21/2022			3,726.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284978000	03/14/2022			3,726.42	

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001	RJ YOUNG COMPANY LLC	221694	04/05/2022	03/21/2022			193.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4651483	02/21/2022		180.30	
	001-100-699	MPC2504EX USAGE:B/W		INV4651483	02/21/2022		1.04	
	001-100-699	MPC2504EX USAGE:COLOR		INV4651483	02/21/2022		12.07	
001	GLOBALSTAR	221695	04/05/2022	03/21/2022			88.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0029304519	03/16/2022		88.34	
001	RJ YOUNG COMPANY LLC	221696	04/05/2022	03/21/2022			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4686467	03/16/2022		470.88	
001	FUELMAN	221697	04/05/2022	03/21/2022			4,041.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-525	UNL FUEL		NP61786338	03/14/2022		74.97	
	001-100-525	UNL FUEL		NP61786338	03/14/2022		2,825.33	
	001-161-525	UNL&DSL FUEL		NP61786338	03/14/2022		696.99	
	001-170-525	UNL&DSL FUEL		NP61786338	03/14/2022		308.80	
	001-205-525	UNL FUEL		NP61786338	03/14/2022		135.02	
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	221707	04/05/2022	03/22/2022			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2022 ACCT 6006920		202202-1	03/01/2022		340.00	
001	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	221708	04/05/2022	03/22/2022			931.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FOE CO OFFICER 2 TEST (8)		C52619A	03/10/2022		912.00	
	001-161-681	SHIPPING		C52619A	03/10/2022		19.00	
001	AT&T	221715	04/05/2022	03/22/2022			214.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		4768428603	03/01/2022		214.61	
001	MISSISSIPPI BABE RUTH	221716	04/05/2022	03/22/2022			53.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	STATE FEES 2022		03182022	03/18/2022		53.00	
001	DELTA COMPUTER SYSTEMS INC	221719	04/05/2022	03/02/2022			570.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2022 ACCT SOFTWARE MAINT		DHLMN04441	04/01/2022		390.00	
	001-092-698	APR 2022 PRIV LIC SW MAINT		DHLMN04442	04/01/2022		160.00	
	001-092-698	APR 2022 VOTER REG SW MAINT		HRMN008768	04/01/2022		20.00	
001	BLACKWATER CONSULTING LLC	221722	04/05/2022	03/22/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	SERVICES: 03/16-04/15/22		1014	02/21/2022		7,500.00	

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001	WAGGONER ENGINEERING INC Account Number 001-201-698	221723	04/05/2022	03/22/2022	Description OVERPASS STUDY	Invoice # 38777	Date 12/07/2021	P.O. 1,530.24 Amount 1,530.24
001	WAGGONER ENGINEERING INC Account Number 001-201-698	221734	04/05/2022	03/22/2022	Description OVERPASS STUDY	Invoice # 38995	Date 12/31/2021	P.O. 5,656.15 Amount 5,656.15
001	C SPIRE WIRELESS Account Number 001-100-605 001-100-699	221737	04/05/2022	03/22/2022	Description POLICE CELLS DATA CARDS (12)	Invoice # 0032680896 0032680896	Date 03/11/2022 03/11/2022	P.O. 955.02 Amount 543.06 411.96
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	221739	04/05/2022	03/23/2022	Description CITY FACILITIES	Invoice # 1710040817	Date 03/27/2022	P.O. 403.30 Amount 403.30
001	RJ YOUNG COMPANY LLC Account Number 001-100-699 001-100-699	221740	04/05/2022	03/24/2022	Description LEXMARK C4150:SERV FEE RICOH IM C2500:SERV FEE	Invoice # INV4677194 INV4677194	Date 03/08/2022 03/08/2022	P.O. 75.55 Amount 38.00 37.55
001	FUELMAN Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	221742	04/05/2022	03/25/2022	Description UNL FUEL UNL FUEL UNL&DSL FUEL UNL&DSL FUEL DSL FUEL	Invoice # NP61811191 NP61811191 NP61811191 NP61811191 NP61811191	Date 03/21/2022 03/21/2022 03/21/2022 03/21/2022 03/21/2022	P.O. 4,568.35 Amount 261.56 2,954.29 722.07 544.13 86.30
001	SPARKLIGHT Account Number 001-205-698	221746	04/05/2022	03/29/2022	Description APR 2022: MAINT GRG #134679919	Invoice # 03132022	Date 03/20/2022	P.O. 127.95 Amount 127.95
001	SPARKLIGHT Account Number 001-161-698	221747	04/05/2022	03/29/2022	Description APR 2022: NFD #122024383	Invoice # 03162022	Date 03/23/2022	P.O. 83.32 Amount 83.32
001	SPARKLIGHT Account Number 001-161-698	221748	04/05/2022	03/29/2022	Description APR 2022: CFD #122024086	Invoice # 03162022	Date 03/23/2022	P.O. 83.32 Amount 83.32
001	SPARKLIGHT Account Number 001-161-698	221749	04/05/2022	03/29/2022	Description APR 2022: SFD #122025091	Invoice # 03162022	Date 03/23/2022	P.O. 83.32 Amount 83.32
001	CINTAS CORPORATION NO 2 Account Number 001-205-535 001-205-535	221752	04/05/2022	03/29/2022	Description MAINTENANCE MAINTENANCE	Invoice # 4109412301 4110103481	Date 02/02/2022 02/09/2022	P.O. 346.68 Amount 86.67 86.67

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001	CINTAS CORPORATION NO 2	221752	04/05/2022	03/29/2022			346.68	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		4110791947	02/16/2022			86.67
	001-205-535	MAINTENANCE		4111483295	02/23/2022			86.67
001	FUELMAN	221753	04/05/2022	03/29/2022			4,204.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61839855	03/28/2022			117.47
	001-100-525	UNL FUEL		NP61839855	03/28/2022			2,991.69
	001-161-525	UNL&DSL FUEL		NP61839855	03/28/2022			814.52
	001-170-525	UNL FUEL		NP61839855	03/28/2022			166.18
	001-205-525	UNL FUEL		NP61839855	03/28/2022			115.10
001	BUTLER SNOW LLP	221755	04/05/2022	03/29/2022			525.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 02/28/22		10332922	03/22/2022			525.00
001	SECURE NETWORKS LLC	221756	04/05/2022	03/29/2022			3,086.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SONICWALL TZ500 RENEW: CHALL		4792	03/21/2022			886.00
	001-100-699	SONICWALL NSA 2600 RENEW:PD		4793	03/21/2022			2,200.00
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	221757	04/05/2022	03/29/2022			537.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3315389486	03/16/2022			537.54
001	HANCOCK WHITNEY BANK	221758	04/05/2022	03/29/2022			7,981.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-815	PMT3: L# 76607 CARAVAN		228939	03/22/2022			7,981.42
001	AGJ SYSTEMS & NETWORKS INC	221759	04/05/2022	03/29/2022			1,130.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2022: MS365 EXC (72)		94669	04/01/2022			162.58
	001-092-698	MAR 2022: MS365 BUS (31)		94669	04/01/2022			189.00
	001-092-698	APR 2022: MS365 EXC (72)		94669	04/01/2022			360.00
	001-092-698	APR 2022: MS365 BUS (31)		94669	04/01/2022			418.50
001	COG ENTERPRISE FUND	221785	04/05/2022	03/29/2022			345,995.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDEQ WIRE TO FUND 360		03102022	03/10/2022			345,995.91
001	COG 7M BOND ACCT	221786	04/05/2022	03/29/2022			11,543.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE TO FUND 130		03112022	03/11/2022			11,543.66
001	MPI GO BOND S2019 CONSTRUCTION FUND	221788	04/05/2022	03/30/2022			154,475.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR DMR WIRE TO FUND 304		03182022	03/18/2022			154,475.76
001	ALABAMA MEDIA GROUP	221795	04/05/2022	03/30/2022			73.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #22-03-VAR		0010273449	03/20/2022	220616		18.00
	001-090-615	PUBLIC NOTICE: GPC #22-07-CU		0010273456	03/20/2022	220616		20.16

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001	ALABAMA MEDIA GROUP	221795	04/05/2022	03/30/2022			73.56	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #22-08-SE		0010273458	03/20/2022	220616		18.72
	001-090-615	PUBLIC NOTICE: GPC #22-09-SE		0010273461	03/20/2022	220616		16.68
001	MID SOUTH UNIFORM & SUPPLY INC	221798	04/05/2022	03/30/2022			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SLEEVE UNIFORM PATCHES (1000)		626629	03/10/2022	220435		1,200.00
001	GULF STATES DISTRIBUTORS	221799	04/05/2022	03/30/2022			3,002.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	CS 9MM 147 GR AMMO (7)		1411748-IN	02/28/2022	220279		2,723.00
	001-100-587	CS .40 180GR FMJ AMMO		1413552-IN	03/21/2022	220279		279.00
001	SHERWIN-WILLIAMS COMPANY	221800	04/05/2022	03/30/2022			94.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	2 GAL ULTRA PAINT:SCRBRD POST		4805-5	03/11/2022	220613		94.50
001	T & N FEED & PET SUPPLIES	221804	04/05/2022	03/30/2022			476.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	FIELD MARKING LIME (56)		532323	03/09/2022	220533		476.00
001	SOUTHERN BARKS INC	221806	04/05/2022	03/30/2022			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	80 YDS WOODFIBER MULCH		1512	03/17/2022	220590		1,120.00
	001-170-520	DELIVERY FEE: G MARTIN PARK		1512	03/17/2022	220590		130.00
	001-170-520	80 YDS WOODFIBER MULCH		1513	03/21/2022	220602		1,120.00
	001-170-520	DELIVERY FEE: CITY HALL		1513	03/21/2022	220602		130.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	221810	04/05/2022	03/30/2022			593.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	VERBATIM SLEEVE FOR CD/DVD(2)		3502747908	03/17/2022	220626		7.64
	001-100-500	SMEAD INTERIOR FILE FOLDERS		3502747908	03/17/2022	220626		24.49
	001-100-500	VERBATIM DVD R SILVER		3502747908	03/17/2022	220626		30.89
	001-094-500	HIGHLAND POP-UP NOTES 12PK		3502747907	03/17/2022	220628		12.02
	001-094-500	PENTEL ENERGEL GEL PENS 12PK		3502747907	03/17/2022	220628		22.47
	001-094-500	BIC WHITE-OUT EZ TAPE 10PK		3502747907	03/17/2022	220628		11.12
	001-100-500	CARBONLESS RECEIPT BOOK (10)		3502316086	03/11/2022	220610		80.00
	001-100-500	4TB EXTERNAL PORTABLE HARD DRV		3499326991	02/03/2022	220462		239.00
	001-100-500	12TB USB 3.0 HARD DRIVE		3499253463	02/02/2022	220462		105.83
	001-100-500	DESKTOP KEYBOARD, MOUSE COMBO		3499253463	02/02/2022	220462		59.99
001	CUPIT SIGNS OF MISSISSIPPI INC	221812	04/05/2022	03/30/2022			323.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	3X6 EASTER BANNER (3)		34203A	03/23/2022	220647		323.97
001	GRAND VIEW SECURITY LLC	221815	04/05/2022	03/30/2022			1,125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	HARD DRIVE HDD 8TB SECURITY(3)		2201111444	03/15/2022	220426		825.00
	001-100-635	LABOR INSTALLATION (3)		2201111444	03/15/2022	220426		300.00

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001	FIREFIGHTERS BOOKSTORE	221817	04/05/2022	03/30/2022			275.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE APPARATUS DRVR/OPERATR (3)		INV574983	03/08/2022	220575		275.85
001	AMAZON COM SALES INC	221820	04/05/2022	03/30/2022			428.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	5 PIECE BASE SET		17CF3JKXJM	03/12/2022	220605		14.93
	001-001-509	WAKA OFFICIAL KICKBALL		17CF3JKXJM	03/12/2022	220605		14.99
	001-001-509	GIANT WOODEN YARD DICE		17CF3JKXJM	03/12/2022	220605		21.99
	001-001-509	SWOOC GAMES-2-IN-1		17CF3JKXJM	03/12/2022	220605		39.95
	001-001-509	ELITE SPORTZ RING TOSS		17CF3JKXJM	03/12/2022	220605		28.97
	001-170-513	EASTER DIY PIC FRAMES 40PC (5)		1G77MHDTJG	03/28/2022	220670		29.95
	001-170-513	EASTER STICKERS DECORATING (2)		1G77MHDTJG	03/28/2022	220670		19.98
	001-170-513	ROLL BUNNY STICKERS (2)		1G77MHDTJG	03/28/2022	220670		11.98
	001-040-703	HD METAL SHELF (2)		1W63QVHHFR	03/24/2022	220652		246.00
001	ECONOMY BOOTS SALES & SERVICE	221824	04/05/2022	03/30/2022			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DAN POST DUTY BOOTS: IAN GOFF		11714	03/02/2022	220551		150.00
001	AUDIOWAVE INC	221826	04/05/2022	03/30/2022			1,784.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	RELOCATE 3 LPRS FRONT BUMPER		A54936	06/17/2022	220517		250.00
	001-100-638	SHOP SUPPLIES: U #32		A54936	06/17/2022	220517		50.00
	001-100-799	REAR VERT WINDOW BARS (5)		A54840	03/23/2022	220425		1,399.95
	001-100-799	SHIPPING		A54840	03/23/2022	220425		85.00
001	COG 7M BOND ACCT	221831	04/05/2022	03/30/2022			186,240.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		03252022	03/25/2022			186,240.82
001	SINGING RIVER ELECTRIC COOPERATIVE	221834	04/05/2022	03/30/2022			664.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		03152022	03/23/2022			450.28
	001-161-631	MARTIN BLUFF FD 58380001		03172022	03/24/2022			150.59
	001-201-629	SIGNAL LIGHTS 17546		03172022	03/24/2022			33.08
	001-092-631	CITY LIMIT SIGN 17546		03172022	03/24/2022			30.44
001	SINGING RIVER ELECTRIC COOPERATIVE	221835	04/05/2022	03/30/2022			1,995.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		03182022	03/25/2022			1,204.89
	001-201-629	SIGNAL LIGHT 89113001		03182022	03/25/2022			55.67
	001-170-631	CITY PARK RESTRMS 89912001		03182022	03/25/2022			430.30
	001-201-633	STREET LIGHTS 90345002		03182022	03/25/2022			180.81
	001-092-631	RECORDS BLDG 90790001		03182022	03/25/2022			86.26
	001-170-631	FRAZIER RESTRMS 98546001		03182022	03/25/2022			37.81

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG ENTERPRISE FUND	221842	04/05/2022	03/31/2022			22,466.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR DMR WIRE TO F 361		03292022	03/29/2022		22,466.50	
FUND TOTAL	1 Claims	to	Checks	55 Total	787,398.09	Manual	Held	Total 787,398.09

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	EVOARMOR LLC	221706	04/05/2022	03/22/2022			7,420.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-450-698	DISINFECT/ANTIMICRO FACILITIES	7888	03/10/2022			5,760.00	
	003-450-698	DISINFECT/ANTIMICRO PSVEHICLES	7888	03/10/2022			1,220.00	
	003-450-698	DISINFECT/ANTIMICRO VEHICLES	7888	03/10/2022			440.00	
003	EDDIE PEARSON ROOFING LLC	221843	04/05/2022	03/31/2022			101,796.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	003-460-721	INSTALL METAL ROOFING: SOUTH F	1814	03/30/2022	220401		31,491.53	
	003-460-721	INSTALL METAL ROOFING: CENTRAL	1815	03/30/2022	220402		37,712.71	
	003-460-721	INSTALL METAL ROOFING: NORTH F	1806	03/24/2022	220403		32,591.94	
FUND TOTAL	3 Claims	to	Checks	2 Total	109,216.18 Manual		Held	Total 109,216.18

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	221735	04/05/2022	03/22/2022			134,073.42	
	Description CONSTRUCTION 7.76%			Invoice # 3	Date 03/21/2022	P.O.	Amount	134,073.42
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	221781	04/05/2022	03/29/2022			26,528.06	
	Description CONST ENG & INS: #7			Invoice # 1142981	Date 03/22/2022	P.O.	Amount	26,528.06
FUND TOTAL 130 Claims to		Checks	2 Total	160,601.48	Manual		Held	Total 160,601.48

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SHERWIN-WILLIAMS COMPANY	221801	04/05/2022	03/30/2022			1,510.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	5GAL WHT LATEX PNT(5):BATH HS	4870-9	03/18/2022	220636		262.95	
	171-176-779	SHIELD CRETE DECO FLAKES (16)	8953-4	03/16/2022	220583		214.24	
	171-176-779	35"X166' BUILDER PAPER (3)	8953-4	03/16/2022	220583		34.69	
	171-176-779	MULTI SURFACE PAINTER TAPE(6)	8953-4	03/16/2022	220583		37.01	
	171-176-779	CONTRACTOR PAINTER TAPE (2)	8953-4	03/16/2022	220583		32.49	
	171-176-779	10'X25' PLASTIC SHEATING (2)	8953-4	03/16/2022	220583		20.27	
	171-176-779	SHARK GRIP 3.2OZ ADDITIVE(3)	8953-4	03/16/2022	220583		18.12	
	171-176-779	EMERALD EXT PAINT (15)	8953-4	03/16/2022	220583		890.25	
171	COASTAL PAINTING & GENERAL	221803	04/05/2022	03/30/2022			8,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	EXT BATHHSE REPR: LABOR	2626	03/22/2022	220419		4,870.00	
	171-176-779	CO REPL SIDING BATHHSE: LABOR	2627	03/22/2022	220635		3,380.00	
171	HOME TOWN LUMBER & SUPPLY INC	221813	04/05/2022	03/30/2022			306.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	METAL 6 PANEL DOOR: BATHHSE	138804	03/17/2022	220632		306.99	
171	BAILEY LUMBER & SUPPLY CO.	221814	04/05/2022	03/30/2022			359.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	STEEL 6 PNL EXT DOOR: BATHHSE	2343831	03/17/2022	220634		359.05	
171	GRAND VIEW SECURITY LLC	221816	04/05/2022	03/30/2022			500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	AVYCON ATENNA (2)	2203181688	03/24/2022	220600		300.00	
	171-176-779	LABOR FOR INSTALLATION (2)	2203181688	03/24/2022	220600		200.00	
171	FAST PARTITIONS	221819	04/05/2022	03/30/2022			3,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	METAL PARTITIONS: BATHHSE	FP61596	02/21/2022	220506		3,100.00	
FUND TOTAL 171 Claims	to	Checks	6 Total	14,026.06 Manual		Held	Total	14,026.06

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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	221841	04/05/2022	03/31/2022			11,644.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		MAR 2022	03/31/2022			11,644.15
FUND TOTAL 172 Claims	to	Checks	1 Total	11,644.15	Manual		Held	Total 11,644.15

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	221688	04/05/2022	03/17/2022			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAR 2022		3852	03/15/2022			36.50
	176-170-699	SHOPPING CART		3852	03/15/2022			268.50
	176-170-699	WEB SITE MAINT 2/15-3/14/2022		3852	03/15/2022			350.00
176	FUELMAN	221698	04/05/2022	03/21/2022			131.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61786338	03/14/2022			131.13
176	AT&T	221709	04/05/2022	03/22/2022			243.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	03/14/2022			243.60
176	BAY ICE COMPANY INC	221718	04/05/2022	03/22/2022			187.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	10LB BAGS ICE (150)		655852	03/10/2022			187.50
176	COCA COLA BOTTLING CO UNITED INC	221720	04/05/2022	03/22/2022			56.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE (1)		3328223083	02/08/2022			28.00
	176-170-541	CS 200Z COKE (1)		3328223332	02/22/2022			28.00
176	SPARKLIGHT	221741	04/05/2022	03/25/2022			246.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	APR 2022 SSP: INET #132698937		03172022	03/20/2022			246.94
176	FUELMAN	221743	04/05/2022	03/25/2022			115.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61811191	03/21/2022			115.33
176	SECURE NETWORKS LLC	221760	04/05/2022	03/29/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SONICWALL FIREWALL RENEW		4780	03/21/2022			240.00
176	HENZE ENTERPRISES INC	221805	04/05/2022	03/30/2022			690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	LIMESTONE 15 TONS: SSP		31021	03/25/2022	220637		690.00
176	MS MADE SOAP AND CANDLES LLC	221823	04/05/2022	03/30/2022			42.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	4OZ DIFFUSER KIT (3)		156	03/15/2022	220621		42.00
FUND TOTAL 176 Claims		to	Checks	10 Total	2,607.50 Manual	Held	Total	2,607.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	221532	04/05/2022	03/30/2022			217,246.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	250-680-801	PRN PMT: S2018 REV BOND		05012022	04/01/2022		150,000.00	
	250-680-811	INT PMT: S2018 REV BOND		05012022	04/01/2022		67,246.88	
FUND TOTAL 250 Claims	to	Checks	1 Total	217,246.88	Manual	Held	Total	217,246.88

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MORAN HAULING INC	221523	04/05/2022	03/03/2022			14,472.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-750	CONSTRUCTION 85.02%		7	02/17/2022			14,472.35
FUND TOTAL 303 Claims	to	Checks	1 Total	14,472.35	Manual	Held	Total	14,472.35

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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	221778	04/05/2022	03/29/2022			31,370.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	BID PHASE: TRMNT PLANT		39107	03/11/2022			31,370.00
FUND TOTAL 355 Claims	to	Checks	1 Total	31,370.00	Manual		Held	Total 31,370.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	221779	04/05/2022	03/29/2022			70,019.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 88.8%		10	03/28/2022			70,019.75
360	SEYMOUR ENGINEERING PLLC	221782	04/05/2022	03/29/2022			20,063.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-787	CONSTRUCTION ADMIN 80%		8405	03/29/2022			5,763.00
	360-726-787	RESIDENT PROJ REP 80%		8405	03/29/2022			14,300.00
FUND TOTAL 360 Claims	to	Checks	2 Total	90,082.75	Manual		Held	Total 90,082.75

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-762	221783	04/05/2022	03/29/2022			22,466.50	
		Description ENG DESIGN/BIDDING		Invoice # 8406	Date 03/29/2022	P.O.	Amount	
							22,466.50	
FUND TOTAL 361 Claims	to	Checks	1 Total	22,466.50	Manual	Held	Total	22,466.50

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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	221537	04/05/2022	03/21/2022			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2022: 2018 BOND DS		04012022	04/01/2022			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	221538	04/05/2022	03/21/2022			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	APR 2022: 2019 BOND DS		04012022	04/01/2022			32,000.00
400	AT&T	221692	04/05/2022	03/21/2022			60.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	03/06/2022			60.57
400	FUELMAN	221699	04/05/2022	03/21/2022			285.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61786338	03/14/2022			285.41
400	RJ YOUNG COMPANY LLC	221700	04/05/2022	03/21/2022			251.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV4686468	03/16/2022			166.49
	400-650-698	IMC4500 USAGE:B/W		INV4686468	03/16/2022			15.55
	400-650-698	IMC4500 USAGE:COLOR		INV4686468	03/16/2022			69.06
400	SOUTHERN LINC	221701	04/05/2022	03/21/2022			86.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2022 SERV CHGS		22121	03/01/2022			80.00
	400-650-698	TAXES/FEES		22121	03/01/2022			6.60
400	AT&T	221705	04/05/2022	03/22/2022			136.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	03/14/2022			136.38
400	COGENT STRATEGIES LLC	221721	04/05/2022	03/22/2022			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 03/6/22-04/05/22		2573	03/10/2022			7,500.00
400	FUELMAN	221744	04/05/2022	03/25/2022			144.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61811191	03/21/2022			144.41
400	SPARKLIGHT	221750	04/05/2022	03/29/2022			91.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2022: #107663106		03162022	03/23/2022			91.88
400	ANSER	221751	04/05/2022	03/29/2022			450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 3/16-4/12/2022		277-031622	03/16/2022			450.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	221754	04/05/2022	03/29/2022			349.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61839855	03/28/2022			349.25
400	SECURE NETWORKS LLC	221761	04/05/2022	03/29/2022			685.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SONICWALL TZ400 RENEW		4781	03/21/2022			685.00
400	MISSION COMMUNICATIONS LLC	221762	04/05/2022	03/29/2022			1,797.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ISLE OF PINES		1062714	03/21/2022			359.40
	400-651-698	RENEWAL: LOUIS ALEXIS		1062714	03/21/2022			359.40
	400-651-698	RENEWAL: SOUNDVIEW		1062714	03/21/2022			359.40
	400-651-698	RENEWAL: OST WEST		1062714	03/21/2022			359.40
	400-651-698	RENEWAL: GRAVELINE @ CSV RR		1062714	03/21/2022			359.40
400	SAMPLE HICKS & ASSOCIATES INC	221780	04/05/2022	03/29/2022			3,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	LABOR STNDS: MDEQ RESTORE PROJ		0322-4	03/28/2022			3,450.00
400	COG DEPOSITORY ACCOUNT	221784	04/05/2022	03/29/2022			5,512.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TRX MEMA WIRE TO BANK 100		03092022	03/09/2022			5,512.67
400	COG DEPOSITORY ACCOUNT	221787	04/05/2022	03/30/2022			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		03092022	03/09/2022			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		03092022	03/09/2022			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		03092022	03/09/2022			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		03092022	03/09/2022			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		03092022	03/09/2022			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		03092022	03/09/2022			9,665.99
400	MUSCO-GULFPORT 1227	221794	04/05/2022	03/30/2022			320.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	STRAW MATT 100SY (1000)		0737270	03/09/2022			320.00
400	CAN'T MISS EMBROIDERY	221796	04/05/2022	03/30/2022			59.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	EMBROIDER LOGO (7): MTR RDR		26907	03/01/2022	220536		59.50
400	ACTION PRINTING CENTER INC	221797	04/05/2022	03/30/2022			207.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	NEW SERVICE APPL W/S (750)		102938	03/22/2022	220585		207.72
400	SHERWIN-WILLIAMS COMPANY	221802	04/05/2022	03/30/2022			427.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	MAC646 MILL WHT 2G (2)		8763-7	03/09/2022	220601		427.98

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400	CENTRAL PIPE SUPPLY-JACKSON	221807	04/05/2022	03/30/2022			978.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	PVC COUP S/80 S/W 4"829-040(5)		S100288765	03/08/2022	220588	114.80	
	400-651-581	PVC SDR35 45 ELL SXG4" G404(4)		S100288767	03/08/2022	220589	53.08	
	400-651-581	PVC SDR35 22 1/2 ELL SXB4" (6)		S100288767	03/08/2022	220589	58.32	
	400-651-581	PVC SDR35 45 ELL 4" G504 (12)		S100288767	03/08/2022	220589	176.88	
	400-651-581	6" 150# FLANGE PACK RR FF (7)		S100288767	03/08/2022	220589	185.08	
	400-651-581	BRASS STD BUSH THREADED (6)		S100288767	03/08/2022	220589	191.82	
	400-651-581	1X3 BRASS STD BUSH THREAD(12)		S100288767	03/08/2022	220589	66.12	
	400-651-581	6" 150# FLANGE PACK RR FF (5)		S100288767	03/14/2022	220589	132.20	
400	COAST CHLORINATOR & PUMP CO INC	221808	04/05/2022	03/30/2022			190.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	LIQUID FILL PRESSURE GAUGE(10)		74005	03/11/2022	220608	190.00	
400	BAY MOTOR WINDING INC	221809	04/05/2022	03/30/2022			1,725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	RECONDITION MOTOR: OAK LS		0120304	03/15/2022	220581	1,725.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	221811	04/05/2022	03/30/2022			89.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	LEXMARK TONER CARTRIDGE		3502592412	03/15/2022	220617	89.42	
400	CORE & MAIN LP	221818	04/05/2022	03/30/2022			2,389.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1002-86 8X6 CLAYXCLPVC CPL(2)		Q212640	01/28/2022	220380	46.04	
	400-651-581	1 1/2 X 1 PVC SCH40 BUSH(12)		Q212640	01/28/2022	220380	21.84	
	400-651-581	1/2X1 PVC SCH 40 BUSHSPXH (12)		Q212640	01/28/2022	220380	12.48	
	400-651-581	3/4 BRASS NO LEAD (12)		Q212640	01/28/2022	220380	78.96	
	400-651-581	3/4PVC S40 CPLG (12)		Q212640	01/28/2022	220380	10.80	
	400-651-581	1X3/4 BRASS RED (12)		Q212640	01/28/2022	220380	127.68	
	400-651-581	1XCL BR NIP (12)		Q212640	01/28/2022	220380	58.44	
	400-651-581	1X2 BR NIP (12)		Q212640	01/28/2022	220380	72.00	
	400-651-581	226-086312 8X12 REP COUP(2)		Q296277	02/15/2022	220380	402.96	
	400-651-581	245-010506 3/4X6 REP CPL (12)		Q296277	02/15/2022	220380	199.56	
	400-651-583	4 HW SWR SDR26 45 GXG (12)		Q256829	01/28/2022	220407	369.48	
	400-651-583	4 HW SWR SDR26 45 GXSP (12)		Q256829	01/28/2022	220407	340.80	
	400-651-583	4X4 PVC SDR35 SWR WYW GXG (6)		Q256829	01/28/2022	220407	165.36	
	400-651-581	2 PVC SCH40 FLUSH C/O PLUG(6)		Q256829	01/28/2022	220407	51.54	
	400-651-581	RUBBER METER WASHER (200)		Q256829	01/28/2022	220407	24.00	
	400-651-581	S90-604 6X1 BRS SAD (6)		Q366099	03/10/2022	220380	407.40	
400	ROBBINS ENTERPRISES LLC	221821	04/05/2022	03/30/2022			3,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	INSTALL TIDE GAUGES:PINE CONE		1	03/10/2022	220253	3,200.00	
400	ISCO INDUSTRIES INC	221822	04/05/2022	03/30/2022			589.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	#4 HIGHFIELD METER LOCKS (100)		51002303	03/10/2022	220297	578.00	
	400-651-581	SHIPPING		51002303	03/10/2022	220297	11.00	

Docket of Claims
Release date from 04/05/2022 thru 04/05/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LYMAN WELL COMPANY	221825	04/05/2022	03/30/2022			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	REPL MOTOR: BEASLEY WELL		22-138	03/22/2022	220646		800.00
400	J H WRIGHT & ASSOCIATES INC	221827	04/05/2022	03/30/2022			1,255.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	HVAC POTENTIAL RELAY (6)		440652	03/10/2022	220591		180.00
	400-651-584	SHIPPING: SPARES LIFT STN		440652	03/10/2022	220591		25.00
	400-651-584	PC3000X LIFT STN CONTROLLER(3)		440919	03/21/2022	220625		1,025.00
	400-651-584	SHIPPING: SPARES		440919	03/21/2022	220625		25.00
400	SINGING RIVER ELECTRIC COOPERATIVE	221836	04/05/2022	03/30/2022			4,988.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		03172022	03/24/2022			73.85
	400-651-631	LIFT STNS 89702001		03172022	03/24/2022			25.00
	400-651-631	LIFT STNS 17881		03172022	03/24/2022			2,216.01
	400-651-631	WATER WELLS 17881		03172022	03/24/2022			2,673.29
400	SINGING RIVER ELECTRIC COOPERATIVE	221837	04/05/2022	03/30/2022			71.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		03152022	03/23/2022			26.10
	400-651-631	GAUTR/VANC LFT STN 114046001		03182022	03/25/2022			45.00
400	SINGING RIVER ELECTRIC COOPERATIVE	221838	04/05/2022	03/30/2022			2,829.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		03152022	03/23/2022			1,280.15
	400-651-631	LIFT STATIONS 28779		03152022	03/23/2022			88.86
	400-651-631	LIFT STATIONS 20688		03112022	03/18/2022			337.31
	400-651-631	SCHOONER WELL 20688		03112022	03/18/2022			1,123.26
FUND TOTAL 400 Claims		to	Checks	33 Total	140,347.47 Manual	Held	Total	140,347.47

Docket of Claims
Release date from 04/05/2022 thru 04/05/2022

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	55 Total	787,398.09 Manual	Held	Total	787,398.09
FUND 3 Claims	to	Checks	2 Total	109,216.18 Manual	Held	Total	109,216.18
FUND 130 Claims	to	Checks	2 Total	160,601.48 Manual	Held	Total	160,601.48
FUND 171 Claims	to	Checks	6 Total	14,026.06 Manual	Held	Total	14,026.06
FUND 172 Claims	to	Checks	1 Total	11,644.15 Manual	Held	Total	11,644.15
FUND 176 Claims	to	Checks	10 Total	2,607.50 Manual	Held	Total	2,607.50
FUND 250 Claims	to	Checks	1 Total	217,246.88 Manual	Held	Total	217,246.88
FUND 303 Claims	to	Checks	1 Total	14,472.35 Manual	Held	Total	14,472.35
FUND 355 Claims	to	Checks	1 Total	31,370.00 Manual	Held	Total	31,370.00
FUND 360 Claims	to	Checks	2 Total	90,082.75 Manual	Held	Total	90,082.75
FUND 361 Claims	to	Checks	1 Total	22,466.50 Manual	Held	Total	22,466.50
FUND 400 Claims	to	Checks	33 Total	140,347.47 Manual	Held	Total	140,347.47
Total for all Funds		Checks	115 Total	1,601,479.41 Manual	Held	Total	1,601,479.41

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: April 5, 2022
Title: Approval of minutes from Recessed Council Meeting held March 15, 2022

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

Summary Explanation: Approval of minutes from Recessed Council Meeting held March 15, 2022.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held March 15, 2022 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**Tuesday
March 15, 2022
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 15, 2022 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 15, 2022 @ 6:30 PM**

I. Call to Order

- 1. Prayer**
- 2. Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.**
- 2. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th, from 9:00am until 11:00am at Gautier City Park Fitness Trail.**
- 3. City of Gautier's 11th Annual Easter Egg Hunt will be Saturday, April 2nd at 6:00pm at the Singing River Mall Property, followed by Outdoor Movie Night featuring Clifford the Big Red Dog at 7:30pm.**
- 4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.**
- 5. Community Campout has been rescheduled for April 9th at 12:00pm through April 10th until 12:00pm at Shepard State Park.**

IV. Presentation Agenda

1. A Proclamation in Recognition and Appreciation of Bill Martin

V. Business Agenda

1. Approval of the Resolution designating funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as loss Revenues under the Treasury's Standard Allowance Presumption; and related uses

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of the Professional Services Agreement between the City of Gautier and AGJ Systems and Networks, Inc.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. 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 March 1, 2022.
2. Receive February 2022 Privilege License Report
3. Receive January 2022 Finance Report
4. Authorization is requested for retiring Chief of Police Daniel Selover to purchase his duty weapon for \$1.00.
5. Authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP.
6. Approval to allow Cypress Environment and Infrastructure to act as authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project
7. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet services at Bacot Park
8. Approval of a Settlement of Damage Claim between the City of Gautier and Glen Montgomery.
9. Approval of a Business Services Agreement with Sparklight for Wi-Fi and internet

services at the former Shepard State Park attendant building

10. Authorization to accept monetary donations for the City of Gautier's Youth Baseball and Softball Leagues

VII. STUDY AGENDA

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

Adjourn until April 5, 2022 at 6:30pm

www.gautier-ms.gov

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

Councilman Gollott made the motion to approve the agenda order with the following revision:

1. Announcements: Garden House Brew Company will host a ribbon cutting on March 30, 2022 starting at 11:30am, located at 2015 Hwy 90, Gautier, MS.

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

Announcements

1. Tasty Thursday will be March 24th starting at 11:00am at the Singing River Mall Property.
2. Gautier Senior Center & Gautier Pride will host a Health Walk on Friday, March 25th, from 9:00am until 11:00am at Gautier City Park Fitness Trail.
3. City of Gautier's 11th Annual Easter Egg Hunt will be Saturday, April 2nd at 6:00pm at the Singing River Mall Property, followed by Outdoor Movie Night featuring Clifford the Big Red Dog at 7:30pm.
4. City of Gautier's Blood Drive will be April 6th from 1:00pm until 6:00pm at Gautier's Senior Center.

5. Community Campout has been rescheduled for April 9th at 12:00pm through April 10th until 12:00pm at Shepard State Park.
6. Garden House Brew Company will host a ribbon cutting on March 30, 2022 starting at 11:30am, located at 2015 Hwy 90, Gautier, MS.

Presentation

1. A Proclamation in Recognition and Appreciation of Bill Martin
-



GAUTIER PRESENTS

TASTY

THURSDAY!

24
MAR

11 AM



GOOD EATS FROM AWESOME
FOOD TRUCKS

**MANN KETTLE CORN – KLASSY WRAPPERS – THE BURGER BOX
COASTY’S FOOD TRUCK– MEATBAWL’S FOOD TRUCK– NORWOODS
FAMOUS SKINS, KEEPIN’ IT TASTY, FRANKIE FAYE’S, MAMA RED’S
GRILL & MORE, LOS SARAPES TACO’S Y MAS, SUGAR BEANS CAFE,
HAVENS DOWN HOME CREAMERY**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Health Walk

Join the Gautier Senior Center & Gautier Pride in a community walk event!

Friday, March 25th

9am-11am

@Gautier City Park

Fitness Trail

914 De La Pointe Dr.



We will have refreshments and vendors to meet some of your health needs!

Follow Gautier Pride on FB for updates or call
228-471-5205 for questions





City of Gautier 11th Annual

EASTER EGG HUNT

Saturday , April 2nd
Singing River Mall Property
6:00 P.M.

Ages 1-10

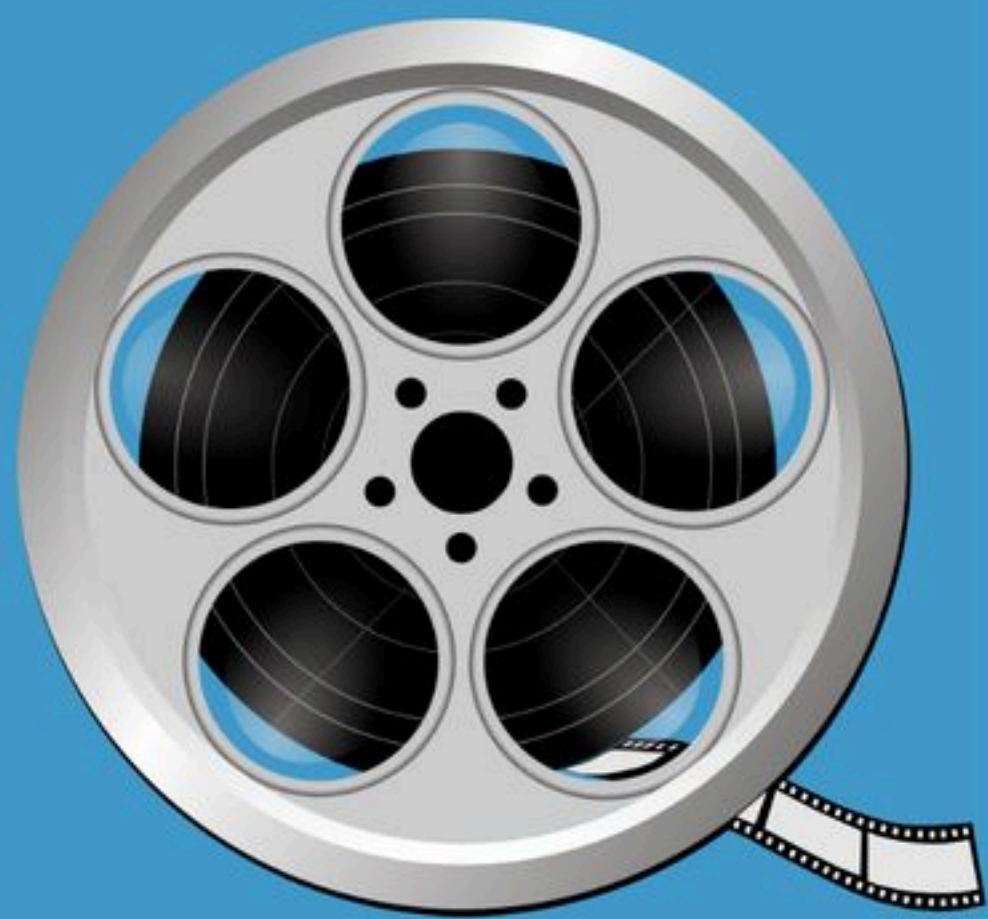
Free pictures w/ Easter Bunny, Easter Egg Hunt, games, and an outdoor movie on the big screen featuring: Clifford the Big Red Dog



CITY OF GAUTIER PRESENTS

OUTDOOR MOVIE NIGHT

**EASTER EGG
HUNT
STARTS AT
6PM**



**FREE
EVENT**



SATURDAY APRIL 2ND 7:30 PM

**BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE
BIG SCREEN SR MALL PROPERTY 2800 HWY 90**



**American
Red Cross**



Thanks for always showing up!

Blood Drive **City of Gautier**

SENIOR CENTER
914 De La Pointe
Gautier, MS 39553

Wednesday, April 6, 2022
1:00 p.m. to 6:00 p.m.



Scan to be directed to
RapidPass®



**Come to give April 1-18 and get a Red Cross T-shirt,
while supplies last! It's our thanks for being part of our
lifesaving team. Your donation can help patients get
back in the game this spring!**



Scan to schedule
an appointment.

Schedule a blood donation appointment today:

Download the Blood Donor App | RedCrossBlood.org | 1-800-RED CROSS | 1-800-733-2767

Jackson County & the City of Gautier
present a...

Community CAMPOUT

March 12th at 12 noon to March 13th at 12 noon

One Night Community / Family Campout

Rescheduled To

Sign-in and Tent Set-up begins at 12 noon on 3/12/2022

April 9th Due To

Once in the park take the 2nd left turn & follow signs to the LARGE AVENUE.

Bring your own camping gear, food/beverages, & personal items.

Games - 6:30 PM Movie/Popcorn - Bonfire/Smores - Sunrise Yoga

No Alcohol No Vex No Pets

11 AM Sign-in for the 2nd left turn & follow signs to the LARGE AVENUE.

Weather



Please register in advance - call or email Michele with Gautier Parks and Recreation:

Made with PosterMyWall.com 228-497-2244 - tgonzalez@gautier-ms.gov

The City of Gautier, Mississippi



PROCLAMATION

A PROCLAMATION IN RECOGNITION AND APPRECIATION OF

Bill Martin

WHEREAS, Bill Martin, a life-long resident of the City of Gautier, has devoted his acts of public service to the Gautier Police Department for 22 years; and

WHEREAS, Mr. Martin served as a full-time police officer for 8 years, followed by 14 years of reserve service; and

WHEREAS, Mr. Martin's family is known for their volunteerism in the City of Gautier since 1986, where you will find George Martin City Park named after his father, whose mission was to improve the image of the City of Gautier by cleaning the streets, trimming hedges, and much more on his own personal time; and

WHEREAS, the City of Gautier commends Mr. Bill Martin for continuing his families' legacy of leadership and community service; and

NOW, THEREFORE, WE, Mayor and Council of the City of Gautier Mississippi, are honored to present this Proclamation to Mr. Martin with our continued appreciation and sincere thanks for his dedicated service to the Gautier Police Department and the residents of the City of Gautier, Mississippi.

IN TESTIMONY WHEREOF, I have given under my hand and affix the Seal of the City of Gautier, Mississippi, this the 15th day of March, 2022.



Casey Vaughan, Mayor
City of Gautier, Mississippi

Councilman Colledge made the motion to approve the resolution designating funds received from the U.S. Department of Treasury under the American Rescue Plan Act's State and Local Fiscal Recovery Fund as loss revenues under the Treasury's standard allowance presumption; and other related uses, as presented. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 151-2022

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI DESIGNATING FUNDS RECEIVED FROM THE U.S. DEPARTMENT OF TREASURY ("TREASURY") UNDER THE AMERICAN RESCUE PLAN ACT'S STATE AND LOCAL FISCAL RECOVERY FUND AS LOSS REVENUES UNDER TREASURY'S STANDARD ALLOWANCE PRESUMPTION; AND RELATED USES

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"), which created the State and Local Fiscal Recovery Fund ("SLFRF" together with ARPA, the "Funds"), to provide continued relief from the impact of the COVID-19 pandemic ("COVID-19"); and

WHEREAS, Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act, as amended by Section 9901 of ARPA, Pub. L. No. 117-2 (March 11, 2021), provide that the Funds may be used for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency; and

WHEREAS, Treasury has established FAQ's and related guidance, as amended from time to time ("Guidance") for its interim final rule (the "Interim Final Rule"), setting forth specific requirements for utilizing the Funds, including the eligible uses thereof, received under ARPA; and

WHEREAS, on January 6, 2022, Treasury issued the Coronavirus State and Local Fiscal Recovery Funds, Final Rule (revising 31 CFR Part 35) (the "Final Rule"), which provides recipients with additional flexibility for their use of Funds received under ARPA, which will go into effect on April 1, 2022; and

WHEREAS, Treasury has also prepared the Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule (January 2022) (the "Overview"), to summarize the Final Rule provisions and provide a non-exhaustive list of projects that recipients can undertake with the Funds; and

WHEREAS, the Overview states (p.5) that the Interim Final Rule remains in effect until the effective date of the Final Rule, and that "Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used," and further, the Overview explains that "recipients can choose to take advantage of the Final Rule's flexibilities and simplifications now, even ahead of the effective date;" and

WHEREAS, Treasury issued a Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule on January 6, 2022, which states that "Prior to April 1, 2022, recipients may take actions and use funds in a manner consistent with the final rule, and Treasury will not take action to enforce the interim final rule if a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used;" and

WHEREAS, the Final Rule allows recipients to elect to take a “standard allowance” of up to ten million dollars (\$10,000,000.00) as the amount of the reduction in the recipient’s general revenue due to the COVID-19 public health emergency; and

WHEREAS, the Overview (p.11) specifies that recipients “can use the Funds on government services up to the revenue loss amount, whether that be the standard allowance amount, or the amount calculated using the formula approach;” and

WHEREAS, the City has accepted its SLFRF allocation of \$4,545,677.23 to be received in two (2) payments and, the City received its first payment in the approximate amount of \$2,272,838.62 of an estimated \$4,545,677.23 expected to be received and deposited it in a separate fund of the City; and

WHEREAS, in accordance with the Final Rule and the Overview, the City Council of the City of Gautier desires to adopt and declare the standard allowance loss revenue presumption in the amount of \$4,545,677.23 as the amount of the reduction in its general revenue due to the COVID-19 public health emergency and utilizes such Funds for the provision of government services.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

1. That the City declares the loss revenue standard allowance presumption of \$10,000,000 under the Final Rule and Overview as the amount of the reduction in its general revenue due to the COVID-19 public health emergency, and thence shall utilize \$4,545,677.23 of its Funds to provide government services in the best interest of its citizens.
2. That the City will make further findings consistent with ARPA, the Guidance, the Overview and the Final Rule for actual use of such Funds on “government services” as allowed under the loss revenue standard allowance.

Following the reading of the foregoing Resolution, **Councilman Colledge** made the motion and **Councilman Elbin** seconded the motion, and the question being put to a roll call vote, the result was taken as follows:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

Councilman Anderson made the motion to approve the Professional Services Agreement between the City of Gautier and AGJ Systems and Networks, Inc, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 033-2022

WHEREAS, the City of Gautier desires to enter into the Professional Services Agreement with AGJ Systems and Networks, Inc. for email migration services; and

WHEREAS, currently, the City of Gautier has hosted webmail without modern security mechanisms in place;

WHEREAS, AGJ Systems and Networks, Inc. has offered to provide email migration services pursuant to the attached Professional Services Agreement; and

WHEREAS, pursuant to this agreement, AGJ Systems and Networks, Inc. will migrate 118 active email accounts to Microsoft 365 business class email service with modern security mechanisms in place, along with updating all computers with Windows 7 to Windows 10 in order to complete this process; and

WHEREAS, the cost of the contract is not to exceed \$24,557.00; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with AGJ Systems and Networks, Inc for work associated with email migration services is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Deputy City Clerk
Date: 03/03/2022
Subject: Approval of the Professional Services Agreement between the City of Gautier and AGJ Systems and Networks, Inc.

REQUEST:

The City of Gautier requests Council approval for the Professional Services Agreement between AGJ Systems & Networks, Inc. and the City of Gautier for email migration services.

BACKGROUND:

The City of Gautier currently has hosted webmail without modern security mechanisms in place and would like to move to Microsoft 365 Business Class email hosting.

DISCUSSION:

AGJ will migrate 118 active email accounts to a business class email service with modern security mechanisms in place (M365), which will include migrating all existing email from desktops. Fifteen (15) desktops will be converted to shared mailboxes and attached to the associated employee. AGJ will work with the City's current IT providers for needed access and information. All desktops with Windows 7 will have to be upgraded to Windows 10 in order to perform this migration. Assuming our current provider will provide all necessary access and information, the total for the email migration process, along with updating computers to Windows 10, will total to the amount of \$24,557.00.

RECOMMENDATION:

The City of Gautier recommends that the City Council approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.

City Council May:

1. Approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.
2. Not approve the Professional Services Agreement between AGJ Systems and Networks, Inc. and the City of Gautier for email migration services in the amount not to exceed \$24,557.00.

ATTACHMENTS:

1. AGJ Email Migration - Professional Services Agreement



We have prepared a quote for you

Email Migration

Quote # 006830 Version 1

Prepared for:

City of Gautier



AGJ Company Overview

About Us

AGJ Systems and Networks is the leading provider of technology support and management services on the Gulf Coast. We use technology to help our clients grow, manage, and protect their businesses. AGJ provides IT Support, Cloud Solutions, Network Security Services, Data Backup, Compliance Services, and Hardware/Software Procurement to businesses, government, and non-profit clients. Our service team provides 24/7 support where you need it, when you need it. We make technology simple so our clients can focus on running their businesses.

Corporate Experience and Capacity

AGJ is a certified Service Disabled Veteran Small Business with 18 years of experience serving Gulf Coast businesses, municipalities, State and Local agencies. Our network operations center is located at 14257 Dedeaux Rd in Gulfport, Mississippi. The state of the art company-owned 9,000 square foot facility houses the help desk and most of the AGJ team. The building was purpose-built to withstand even the most extreme weather events back in 2009. The help desk is comprised of 25 full-time IT professionals and is staffed 24 hours a day, seven days a week. AGJ manages technology for over 100 businesses along the Gulf Coast and more than 2,800 managed endpoints. Our managed client sizes range from as little as four to municipalities with over three hundred users.

Our Mission

We exist to solve our clients' IT challenges and to create business efficiency through teamwork, technical proficiency and world class service.

Our Vision

To be Mississippi and the Gulf Coast's leading managed technology service provider with 300 clients and 7,500 endpoints under management and ranked in the top 50 nationally. We create raving-fan clients by focusing on the employee and customer satisfaction.

Our Core Values

Do The Right Thing

Be Driven and Passionate

Caring and Client Empathy

No Negativity

Own Your Expertise



Software

Description	Price	Qty	Ext. Price
Microsoft Office 2021 Home and Business Single PC installation Includes Word, Excel, PowerPoint and Outlook This is a one time purchase fee	\$245.00	7	\$1,715.00
Microsoft 365 Exchange Online (Plan 1) Secure and reliable business-class email with a 50 GB mailbox per user. Mailbox is protected with premier anti-malware and anti-spam protection via Exchange Online Protection Price is based on an annual commitment of \$5 per user per month with a license count of 72	\$4,320.00	1	\$4,320.00
Microsoft 365 Business Standard Microsoft 365 Business Standard Business-class email hosting with a 50 GB mailbox Fully installed and always up-to-date versions of Outlook, Word, Excel, PowerPoint, OneNote for Windows or Mac (plus Access and Publisher for PC only) Each user can install the Office apps on up to 5 PCs or Macs 1 TB of file storage per user Active Directory integration Accessible across PCs, Macs, Android tablets and phones, iPad, and iPhone. Price is based on an annual commitment of \$13.50 per user per month with a license count of 31	\$5,022.00	1	\$5,022.00
Subtotal:			\$11,057.00



Services

Description	Price	Qty	Ext. Price
Professional Services <u>Background:</u> Currently has hosted webmail without modern security mechanisms in place and would like to move to M365 <u>Scope of Work</u> Migrate 118 active email accounts to M365 to include migrating all existing email from desktops, 15 of which will be converted to shared mailboxes and attached to the associated employee. <u>Objective:</u> Migrate 118 active email accounts to business class email service with modern security mechanisms in place. <u>Expected Outcome:</u> 118 email accounts will be accessible via the web portal and via installed versions of outlook on 61 workstations. <u>Tasks for Completion of scope:</u> Work with current IT to get credentials to email server and name servers Build out portal and add accounts Log into 61 workstations, uninstall any office version prior to 2019 and install either standalone or 365 version, setup new outlook profile and import email Setup password selfservice and MFA Provide list of temporary credentials to POC Onsite to assist with issues and mobile phone setups <u>Assumptions</u> The above quote assumes that the current IT will provide needed access and information. The above quote assumes that all email accounts have email in outlook and that is the email that will be migrated. The above quote assumes that all windows 7 machines will be replaced with windows 10 prior to start of migration	\$13,500.00	1	\$13,500.00

Subtotal: **\$13,500.00**



Email Migration

Prepared by:

AGJ Systems & Networks, Inc.

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Prepared for:

City of Gautier

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Quote Information:

Quote #: 006830

Version: 1
Delivery Date: 02/17/2022
Expiration Date: 02/17/2022

Quote Summary

Description	Amount
Software	\$11,057.00
Services	\$13,500.00
Total:	\$24,557.00

This is not an invoice. Client will be invoiced after quote is approved. Client guarantees payment in full. In the event of default, collection agency and attorney fees shall be added to the amount due, plus applicable court costs. Interest Charges on Past Due Accounts and Collection Fees shall be subject to a monthly finance charge. Labor is not included unless specifically quoted. Purchases in excess of \$2000 will require a 50% down payment before an order can be placed. All items are shipped FOB AGJ unless stated otherwise. AGJ Systems is a Service Disabled Veteran Owned business.

AGJ Systems & Networks, Inc.

City of Gautier

Signature:

Name: Denise Land

Title: Solutions Coordinator

Date: 02/17/2022

Signature:

Name: Paula Yancey

Date:

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 034-2022

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

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

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

Motion was made by **Councilman Colledge**, seconded by **Councilman Elbin**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SECURE NETWORKS LLC	221450	03/15/2022	02/24/2022			2,280.00	
	Account Number 001-092-698	Description		Invoice #	Date	P.O.	Amount	
		APR 2022 NETWORK SERVICES		4738	02/14/2022			2,280.00
001	AT&T	221453	03/15/2022	02/24/2022			3,742.98	
	Account Number 001-092-605	Description		Invoice #	Date	P.O.	Amount	
		MONTHLY SERVICE		2284978000	02/14/2022			3,742.98
001	COG 7M BOND ACCT	221501	03/15/2022	03/02/2022			171,819.13	
	Account Number 001-000-104	Description		Invoice #	Date	P.O.	Amount	
		TR MDOT WIRE: FUND 130		02252022	02/25/2022			171,819.13
001	SPARKLIGHT	221504	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: NFD #122024383		02162022	02/23/2022			83.32
001	SPARKLIGHT	221505	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: CFD #122024086		02162022	02/23/2022			83.32
001	SPARKLIGHT	221508	03/15/2022	03/02/2022			83.32	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: SFD #122025091		02162022	02/23/2022			83.32
001	SPARKLIGHT	221509	03/15/2022	03/02/2022			134.37	
	Account Number 001-205-698	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022: MAINT GRG #134679919		02132022	02/20/2022			134.37
001	BORDIS & DANOS PLLC	221511	03/15/2022	03/02/2022			11,250.00	
	Account Number 001-060-602	Description		Invoice #	Date	P.O.	Amount	
		MAR 2022 RETAINER		102	03/01/2022			11,250.00
001	PITTMAN HOWDESHELL PLLC	221512	03/15/2022	03/02/2022			8,893.06	
	Account Number 001-060-602	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV:SR MALL PROPERTY		0859	01/31/2022			8,289.50
		LEGAL SERV:SR MALL PROPERTY		0887	02/28/2022			603.56
001	JERED GRAHAM	221513	03/15/2022	03/02/2022			144.00	
	Account Number 001-161-681	Description		Invoice #	Date	P.O.	Amount	
		PER DIEM ADV: 1033 FIRE INV		03202022	01/26/2022			144.00
001	KYLE M GERMANY	221514	03/15/2022	03/02/2022			72.00	
	Account Number 001-161-681	Description		Invoice #	Date	P.O.	Amount	
		PER DIEM ADV: FIRST		03212022	01/26/2022			72.00
001	DIRECTV LLC	221521	03/15/2022	03/03/2022			168.00	
	Account Number 001-161-698	Description		Invoice #	Date	P.O.	Amount	
		WEST STN: 022727663 (APR)		03132022	03/14/2022			168.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SEYMOUR ENGINEERING PLLC	221528	03/15/2022	03/03/2022			725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	EDA GRANT-SONGWRTR'S MUSEUM		8375	02/22/2022			500.00
	001-094-603	SR MALL CONCEPTUAL LAYOUTS		8375	02/22/2022			225.00
001	AUTO TRUCK AND TRAILER PARTS INC	221530	03/15/2022	03/03/2022			5,698.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	OIL/AIR FLTR, OIL(6):TRN CHIEF		295025	02/02/2022			51.03
	001-161-638	WIPERS (2): TRAINING CHIEF		295025	02/02/2022			16.90
	001-100-570	OIL FLTR(17), AIR FLTRS(2): PD		295024	02/02/2022			43.62
	001-100-570	AIR FLTRS (2): PD UNITS		295028	02/02/2022			51.94
	001-161-638	FUEL/OIL/AIR FLTR, WIPERS: B34		295050	02/02/2022			75.09
	001-161-638	END LINK KITS(2): B-34		295082	02/03/2022			17.82
	001-161-638	DIESEL TREATMENT: B-34		295082	02/03/2022			12.20
	001-170-559	BOX OF RAGS		295110	02/04/2022			22.50
	001-090-638	WATER PUMP: CODE ENF JEEP		295081	02/04/2022			48.15
	001-161-638	EXHAUST FLUID(2): COMMAND TRK		295146	02/07/2022			26.00
	001-100-570	DOOR LATCH: U #59		295162	02/08/2022			113.48
	001-100-570	CONTROL ARM(2): PD UNITS		295144	02/08/2022			135.02
	001-100-570	ANTIFREEZE(6): PD UNITS		295141	02/08/2022			90.00
	001-100-570	CONTROL ARMS(2): PD UNITS		295143	02/08/2022			124.04
	001-100-638	OIL FLTR(12): PD CHARGERS		295165	02/08/2022			24.00
	001-170-638	LINK KITS(2), BALL JOINT(2):VAL		295164	02/08/2022			53.04
	001-170-638	CONTROL ARM(2): VALS TRUCK		295164	02/08/2022			120.70
	001-100-570	CONTROL ARM(2): U #59		295214	02/09/2022			124.04
	001-100-570	FWD CONTROL ARM(2): U #59		295166	02/09/2022			135.02
	001-100-570	BRAKE PAD: U #76		295198	02/09/2022			40.80
	001-100-570	OIL FILTERS(12): PD UNITS		295246	02/10/2022			76.44
	001-205-570	BLOWER MOTOR: SCOTT F150		295297	02/14/2022			99.88
	001-205-570	BRAKE PADS (2): PLNG F150		295298	02/14/2022			35.68
	001-205-638	TURN FRT/REAR ROTOR:PLNG F150		295348	02/15/2022			52.00
	001-205-570	OIL/AIR FLTR,OIL(6):PLNG F150		295349	02/15/2022			53.73
	001-100-570	BATTERY: U #16/62		295379	02/16/2022			164.00
	001-100-570	BATTERY: U #44		295417	02/17/2022			164.00
	001-170-638	PULLEY, OIL FILTER: RAM 1500		295431	02/17/2022			27.34
	001-170-638	OIL (6): DODGE RAM 1500		295431	02/17/2022			25.50
	001-100-570	BATTERY: U #5		295416	02/18/2022			136.00
	001-170-638	ROTOR(2), PADS, BEARING(4)		295443	02/18/2022			191.81
	001-170-638	SEAL(2), THERMO HOUSING:VAL TRK		295443	02/18/2022			45.70
	001-161-638	BATTERY(3), BRAKE SHOES(4): E5		294759	02/18/2022			531.00
	001-161-638	BRK DRUMS(2), BRAKE CHAMBER:E5		294759	02/18/2022			1,580.00
	001-170-638	GREASE CAP(2), ANTIFRZ: VAL TRK		295530	02/22/2022			17.15
	001-100-570	BATTERY: U #48		295575	02/23/2022			164.00
	001-170-639	TRACTOR OIL		295608	02/24/2022			39.95
	001-161-638	BRAKE SHOE KIT(2): E5		295592	02/24/2022			98.84
	001-161-638	IDLER ARM, PITTMAN ARM: B-34		295623	02/24/2022			35.13
	001-170-638	BRK PAD(2)/CALIPER: DODGE 1500		295622	02/24/2022			115.35
	001-170-638	HUBS(2), TIE RODS(2):DODGE 1500		295624	02/24/2022			324.78
	001-170-638	STRUTS(2), ROTORS(2):DODGE 1500		295624	02/24/2022			369.88
	001-100-570	CABIN FILTER: U #5/19		295680	02/28/2022			25.34

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	221531	03/15/2022	03/03/2022			41,129.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-680-828	LOAN 1472: RETAIL CENTER		04012022	03/31/2022			41,129.59
001	PASCAGOULA TIRE & SERVICE INC	221550	03/15/2022	03/07/2022			69.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	4 WHEEL ALIGNMENT: PD CHARGER		102691	02/17/2022			69.99
001	SPARKLIGHT	221551	03/15/2022	03/07/2022			84.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2022: SR BLDG #120793682		02222022	03/01/2022			84.62
001	RELX INC DBA LEXISNEXIS	221554	03/15/2022	03/07/2022			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2022 ACCT 4254VNBSY		3093660470	01/31/2022			120.00
	001-092-698	FEB 2022 ACCT 4254VNBSY		02282022	02/22/2022			120.00
001	JACKSON COUNTY ADULT DETENTION CENTER	221555	03/15/2022	03/07/2022			8,820.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2022 ADC CHGS		02282022	03/04/2022			8,820.00
001	MS DEPT OF FINANCE & ADMIN	221556	03/15/2022	03/07/2022			16,173.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2022 COURT ASSESSMENTS		02282022	03/01/2022			16,173.75
001	SEDGWICK	221558	03/15/2022	03/07/2022			2,352.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	DEDUCTIBLE: TNT-0163710 ROLEY		0959850	02/28/2022			2,352.00
001	O'REILLY AUTO PARTS	221559	03/15/2022	03/07/2022			1,045.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CABIN/AIR FILTERS: U #11/55		1978237566	01/31/2022			35.33
	001-100-570	HEADLIGHT BULB SOCKET:PD UNITS		1978237578	01/31/2022			18.99
	001-100-570	BLOWER MOTOR: U #11		1978237745	02/02/2022			107.91
	001-161-638	BATTERY/CORE CHRG: FD STRETCH		1978237846	02/03/2022			141.12
	001-170-559	STICKER REMOVAL WHEEL		1978237854	02/03/2022			31.19
	001-100-570	BRAKE FLUID: PD UNITS		1978237869	02/03/2022			24.99
	001-161-638	LIGHT BULB: E1		1978237914	02/03/2022			19.09
	001-161-638	CORE CHRG RETURN: FD STRETCH		1978237928	02/03/2022			-22.00
	001-170-639	HOSE CLAMPS		1978237977	02/04/2022			3.59
	001-161-638	ANTIFRZ, DIESEL EXHAUST FLUID		1978238067	02/05/2022			30.98
	001-161-638	THERMOSTAT(2), ANTIFRZ(2):B-34		1978238258	02/07/2022			75.76
	001-100-570	OIL FILTERS(2): PD UNITS		1978238264	02/07/2022			7.22
	001-100-570	WIPER BLADES(2): ACO TRUCK		1978238290	02/07/2022			3.98
	001-100-638	SUPER GLUE: PD UNITS		1978238388	02/08/2022			7.99
	001-161-638	PCV VALVE: B-34		1978238389	02/08/2022			98.89
	001-170-638	WIPER FLUID(12)		1978238393	02/08/2022			31.08
	001-100-638	TRANS FLUID(3):U #76		1978238505	02/09/2022			23.97
	001-170-639	BATTERY CABLE: JOHN DEERE		1978238627	02/10/2022			15.99
	001-170-638	ENGINE PAINT,PRIMER: REC TRK		1978239039	02/14/2022			34.46

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	221559	03/15/2022	03/07/2022			1,045.69	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	HARMONIC BALANCER: RAM 1500		1978239379	02/17/2022			79.19
	001-100-570	HEADLIGHT BULB: U #66		1978239882	02/21/2022			17.65
	001-100-570	ABS SENSOR(2): PD JEEP		1978240023	02/22/2022			45.40
	001-100-570	PURGE SOLENOID(2): U #49/64		1978240023	02/22/2022			95.02
	001-100-570	REAR MAIN SEALER: ACO TRUCK		1978240023	02/22/2022			15.99
	001-100-570	OIL FLTR, BUSHING KIT: U #89		1978240148	02/23/2022			16.85
	001-100-570	PULLEYS (3): U #30		1978240244	02/24/2022			55.46
	001-161-638	SEAL KIT, OIL, LEAK STOP: B-34		1978240730	02/28/2022			29.60
001	AMERICAN BANKERS INSURANCE COMPANY	221560	03/15/2022	03/07/2022			2,605.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD INS: SR CENTER		9906203041	02/27/2022			2,605.00
001	MS DEPT OF PUBLIC SAFETY	221561	03/15/2022	03/07/2022			869.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2022 SPECIAL ASSESSMENTS		02282022	03/01/2022			869.00
001	MS DEPT OF PUBLIC SAFETY	221562	03/15/2022	03/07/2022			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	FEB 2022 INTERLOCK FEES		02282022	03/01/2022			350.00
001	RJ YOUNG COMPANY LLC	221563	03/15/2022	03/07/2022			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150: BASE COPY FEE		INV4626513	02/07/2022			38.00
	001-100-699	RICOH IMC2500: BASE COPY FEE		INV4629513	02/07/2022			37.55
001	RJ YOUNG COMPANY LLC	221564	03/15/2022	03/07/2022			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4652699	02/22/2022			113.14
001	SPORTS CONDUCTOR LLC DBA JARVIS	221565	03/15/2022	03/07/2022			272.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	FEB 2022 BASEBALL (47)		5441	03/01/2022			185.65
	001-170-503	FEB 2022 SOFTBALL (22)		5441	03/01/2022			86.90
001	FUELMAN	221566	03/15/2022	03/07/2022			3,765.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP61667709	02/28/2022			130.33
	001-100-525	UNL&DSL FUEL		NP61667709	02/28/2022			2,683.91
	001-161-525	UNL&DSL FUEL		NP61667709	02/28/2022			709.01
	001-170-525	UNL&DSL FUEL		NP61667709	02/28/2022			170.35
	001-205-525	DSL FUEL		NP61667709	02/28/2022			71.63
001	ADVANCE AUTO PARTS	221568	03/15/2022	03/07/2022			27.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CRYSTAL CAR WASH(4), WASH/WAX		1403201439	01/14/2022			27.10
001	TEC	221569	03/15/2022	03/07/2022			93.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		1042942	03/01/2022			93.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	221571	03/15/2022	03/07/2022			171.62	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-630	CENTRAL STN: 1/25/22-2/23/22	11000885-1	03/02/2022			88.97	
	001-161-630	SOUTH STN: 1/25/22-2/23/22	11000999-0	03/02/2022			82.65	
001	FUELMAN	221572	03/15/2022	03/07/2022			4,405.72	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-525	UNL FUEL	NP61740423	03/07/2022			200.46	
	001-100-525	UNL FUEL	NP61740423	03/07/2022			2,977.15	
	001-161-525	UNL&DSL FUEL	NP61740423	03/07/2022			691.78	
	001-170-525	UNL FUEL	NP61740423	03/07/2022			536.33	
001	SPARKLIGHT	221575	03/15/2022	03/07/2022			147.06	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	MAR 2022: #107571481	0222022	03/01/2022			147.06	
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	221576	03/15/2022	03/07/2022			215.73	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-699	ACCUNET TI.5 DIGITAL SERV	3136296310	03/01/2022			215.73	
001	CREDIT CARD CENTER	221577	03/15/2022	03/07/2022			2,747.40	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-094-612	FLIGHT-ORLANDO: MORGAN	G45RTG	01/27/2022			430.20	
	001-094-612	FLIGHT-ORLANDO: STENNETT	G4Q34L	01/27/2022			542.20	
	001-094-612	2022 HURRICANE CONF: STENNETT	59695297	01/27/2022			375.00	
	001-094-612	2022 HURRICANE CONF: MORGAN	59695297	01/27/2022			375.00	
	001-094-612	HOTEL-HURR CONF:STENNET MORGAN	6350332218	01/27/2022			845.00	
	001-100-681	AIP INSTR CERT: WILLIAMS,CT	197756	02/24/2022			180.00	
001	COMM-TECH SOLUTIONS INC	221578	03/15/2022	03/07/2022			75.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	ACTIVATE EXT 323: GOFF, S	16945	03/07/2022			75.00	
001	BXS INSURANCE	221579	03/15/2022	03/07/2022			150.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-625	PUBLIC OFFICIAL BOND: YANCEY	409850	03/04/2022			150.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	221581	03/15/2022	03/07/2022			1,533.49	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	02172022	02/23/2022			832.78	
	001-201-629	SIGNAL LIGHT 89113001	02172022	02/23/2022			55.08	
	001-170-631	CITY PARK RESTRMS 89912001	02172022	02/23/2022			454.92	
	001-201-633	STREET LIGHTS 90345002	02172022	02/23/2022			147.52	
	001-092-631	RECORDS BLDG 90790001	02172022	02/23/2022			37.64	
	001-170-631	FRAZIER RESTRMS 98546001	02182022	02/23/2022			5.55	
001	SINGING RIVER ELECTRIC COOPERATIVE	221583	03/15/2022	03/07/2022			755.42	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-631	BROWN FD 95237002	02142022	02/21/2022			530.31	
	001-161-631	MARTIN BLUFF FD 58380001	02162022	02/22/2022			161.38	

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001	SINGING RIVER ELECTRIC COOPERATIVE	221583	03/15/2022	03/07/2022			755.42	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHTS 17546		02162022	02/22/2022			33.18
	001-092-631	CITY LIMIT SIGN 17546		02162022	02/22/2022			30.55
001	SINGING RIVER ELECTRIC COOPERATIVE	221584	03/15/2022	03/07/2022			226.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		02172022	02/23/2022			158.92
	001-170-631	FITNESS TRAIL 109268001		02172022	02/23/2022			27.73
	001-170-631	ROUNDAABOUT 102311004		02172022	02/23/2022			15.00
	001-170-631	SRM VENUE 104312008		02172022	02/23/2022			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	221585	03/15/2022	03/07/2022			865.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02172022	02/23/2022			51.65
	001-201-633	DOLPHIN ST 94988002		02172022	02/23/2022			47.41
	001-201-633	DOLPHIN ST 94989002		02172022	02/23/2022			51.75
	001-201-633	DOLPHIN ST 94990002		02172022	02/23/2022			609.11
	001-201-633	WM PAYNE 100244003		02172022	02/23/2022			40.84
	001-201-633	WM PAYNE 100245001		02172022	02/23/2022			64.66
001	SINGING RIVER ELECTRIC COOPERATIVE	221586	03/15/2022	03/07/2022			845.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		02182022	02/24/2022			200.71
	001-170-631	BACOT LIGHTS 10137		02182022	02/24/2022			451.23
	001-201-629	SIGNAL LIGHTS 10138		02182022	02/24/2022			120.73
	001-170-631	BACOT SPLASHPAD 103751001		02182022	02/24/2022			27.42
	001-170-631	BACOT UPGRADES 113730001		02182022	02/24/2022			45.18
001	SINGING RIVER ELECTRIC COOPERATIVE	221587	03/15/2022	03/07/2022			9,469.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		02172022	02/23/2022			6,261.16
	001-201-629	SIGNAL LIGHTS 10054		02172022	02/23/2022			650.32
	001-092-631	CITY HALL 10054		02172022	02/23/2022			1,336.39
	001-170-631	FRAZIER PARK 10054		02172022	02/23/2022			52.13
	001-170-631	SENIOR BLDG 10054		02172022	02/23/2022			404.73
	001-161-631	CENTRAL FD 10054		02172022	02/23/2022			349.76
	001-170-631	CITY PARK 10054		02172022	02/23/2022			128.55
	001-092-631	PUBLIC WORKS 10054		02172022	02/23/2022			250.55
	001-092-631	HWY 90 SIGN 10054		02172022	02/23/2022			35.90
001	LOWES HOME CENTERS INC	221591	03/15/2022	03/08/2022			2,288.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	ELECTRICAL REPR: SPRT PLEX		902594	01/25/2022			36.17
	001-161-635	WALL PLATES (10): NFS		901925	01/26/2022			11.20
	001-205-559	SHOP VAC		909055	01/27/2022			128.24
	001-161-559	KITCHEN SINK CADDY		901333	01/27/2022			14.25
	001-205-559	KEROSENE (5)		909056	01/27/2022			123.40
	001-170-635	LIGHT FOR SPORTS PLEX		902856	01/28/2022			21.35
	001-161-559	AIR COMP KIT, AIR HOSE		901624	01/28/2022			57.45
	001-161-559	AIR COMPRESSOR		901340	01/31/2022			94.05
	001-170-559	PPE FOR CREW		901208	01/31/2022			54.99
	001-205-559	DUCT TAPE, AWL PUNCH		902349	02/01/2022			9.75

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001	LOWES HOME CENTERS INC	221591	03/15/2022	03/08/2022			2,288.88	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-635	LFL BULB 30/PK, SIDING	902349	02/01/2022			110.16	
	001-100-635	LFL BULB 30PK(2): PD	902348	02/01/2022			123.46	
	001-205-559	SCREWS/BITS: CITY PK RESTRMS	901792	02/02/2022			12.18	
	001-170-559	POWER FLASHLIGHT, BATTERY	902480	02/02/2022			179.54	
	001-100-635	LIGHTING TIMER: PD	901936	02/03/2022			71.24	
	001-161-635	SAND PAPER, SPRAY PAINT: SFS	909082	02/08/2022			15.17	
	001-170-559	KEYS(4): SENIOR CENTER	901189	02/08/2022			11.32	
	001-161-635	PAINT FOR AC VENTS: SFS	918525	02/09/2022			8.54	
	001-170-634	VALVES (RETURN)	902281	02/09/2022			-18.01	
	001-170-634	ANGLE VALVE	902287	02/09/2022			9.49	
	001-170-634	PVC CAP, ANGLE VALVE(2)	902257	02/09/2022			19.21	
	001-170-520	MULCH (20): CITY HALL	919507	02/09/2022			69.80	
	001-170-634	RESTROOM REPAIRS: GM PARK	901379	02/09/2022			63.56	
	001-170-520	MULCH (15): CITY HALL	919514	02/09/2022			52.35	
	001-170-635	RESTROOM FAUCET(6): GM PARK	990268	02/09/2022			182.80	
	001-092-635	TOILET SEAT (3): CITY HALL	901662	02/10/2022			110.62	
	001-170-559	QUIKRETE CONCRETE(42)	964192	02/11/2022			157.08	
	001-161-510	FABULOSO(3), BOWL BRUSH	918815	02/11/2022			28.14	
	001-161-510	CLEANING SUPPLIES	901705	02/14/2022			55.45	
	001-161-635	PAINT, ROLLER KIT, MASK FILM	901061	02/15/2022			50.28	
	001-170-635	NUTS(10), LINK (10), BOLT (10)	923850	02/15/2022			81.70	
	001-170-635	WIRE CONNECTOR: SPORTSPLEX	923850	02/15/2022			9.76	
	001-161-559	ELECTRICAL TAPE(3)	902946	02/16/2022			12.77	
	001-170-634	ELECTRICAL ITEMS: BUDDY DAVIS	901173	02/16/2022			39.68	
	001-161-635	PAINT SUPPLIES: FD	918829	02/18/2022			83.44	
	001-161-559	AIR FILTER, SHOP VAC	901716	02/18/2022			49.33	
	001-161-559	SHOWERHEAD: CFS	901232	02/20/2022			10.44	
	001-170-635	REPR HANDICAP STALL: GM PARK	902806	02/22/2022			25.16	
	001-161-635	PAINT THINNER: FD	902982	02/23/2022			8.82	
	001-161-635	PAINT: FD	909218	02/23/2022			37.99	
	001-170-634	QUIKRETE (16): GM PARK	901458	02/24/2022			66.56	
001	APRIL HAVENS STENNETT	221611	03/15/2022	03/08/2022			38.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-681	PER DIEM REIMB: GMYC CONF	02252022	03/02/2022			38.78	
001	C SPIRE WIRELESS	221612	03/15/2022	03/08/2022			1,107.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	02/28/2022			47.44	
	001-040-605	ADMIN CELL PHONE	0030759348	02/28/2022			81.77	
	001-040-605	ADMIN CELL PHONE	0030759348	02/28/2022			-8.13	
	001-090-605	BLDG-PLNG PHONES	0030759348	02/28/2022			251.45	
	001-090-698	IPAD SERVICE (3)	0030759348	02/28/2022			102.99	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	02/28/2022			141.57	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	02/28/2022			142.32	
	001-170-605	RECREATION CELL PHONES	0030759348	02/28/2022			150.82	
	001-205-605	MAINT CELL PHONES	0030759348	02/28/2022			149.57	
	001-001-605	COUNCIL CELL PHONE	0030759348	02/28/2022			47.44	

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001	REYNOLDS WHOLESALE CO	221615	03/15/2022	03/09/2022			207.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	MULTIFOLD BROWN TOWELS CASE (4)	71299	02/22/2022	220523		83.80	
	001-161-510	COMET POWDER 21OZ CAN (8)	71299	02/22/2022	220523		13.52	
	001-161-510	TISSUE PAPER CASE	71299	02/22/2022	220523		49.50	
	001-161-510	PINE SOL 144OZ (4)	71299	02/22/2022	220523		47.80	
	001-161-510	BLEACH GALLON (4)	71299	02/22/2022	220523		13.16	
001	MID SOUTH UNIFORM & SUPPLY INC	221616	03/15/2022	03/09/2022			1,100.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	DOUBLE MAG CASE GLOCK 9(10)	625480	01/31/2022	220275		354.90	
	001-100-559	RIFLE MAG CASE A4/M4 BLK(10)	625480	01/31/2022	220275		312.60	
	001-100-559	BODY CAM CASE WATCHGUARD (10)	625480	01/31/2022	220275		433.40	
001	LAWRENCE PRINTING COMPANY INC	221617	03/15/2022	03/09/2022			532.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	MINUTE BOOKS 58,59,60,&61 (4)	63604	03/01/2022	220433		504.00	
	001-040-500	SHIPPING	63604	03/01/2022	220433		28.56	
001	COASTAL PAINTING & GENERAL	221618	03/15/2022	03/09/2022			1,200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	CLEAN/PAINT GOAL POST: BACOT	2625	03/08/2022	220412		1,200.00	
001	CUSTOM PRODUCTS CORPORATION	221619	03/15/2022	03/09/2022			2,844.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	STREET SIGN (8)	366582	03/07/2022	220543		147.20	
	001-201-565	SPEED LIMIT 45 (5)	366582	03/07/2022	220543		187.40	
	001-201-565	SPEED LIMIT 50 (5)	366582	03/07/2022	220543		187.40	
	001-201-565	POSTS (24)	366582	03/07/2022	220543		1,210.56	
	001-201-565	HARDWARE (24)	366582	03/07/2022	220543		31.92	
	001-201-565	NO DUMPING (5)	366582	03/07/2022	220543		61.40	
	001-201-565	WE HEART OUR CHILDREN (10)	366582	03/07/2022	220543		240.60	
	001-201-565	WINDING ROAD (2)	366582	03/07/2022	220543		91.32	
	001-201-565	CURVE LEFT (2)	366582	03/07/2022	220543		91.32	
	001-201-565	CIR. INTERSECTION (4)	366582	03/07/2022	220543		182.64	
	001-201-565	BRACKETS (50)	366582	03/07/2022	220543		277.50	
	001-201-565	WINDWARD SIGN	366582	03/07/2022	220543		34.78	
	001-201-565	FREIGHT	366582	03/07/2022	220543		100.63	
001	SOUTHERN PIPE & SUPPLY CO INC	221620	03/15/2022	03/09/2022			833.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	REGAL FLUSH VALVE (2)	6330270-00	02/08/2022	220488		241.84	
	001-092-635	3/4 URINAL SPUD WASHER (3)	6330270-00	02/08/2022	220488		20.85	
	001-205-559	REGAL FLUSH VALVE 1.0 GPM	6330270-00	02/08/2022	220488		120.92	
	001-092-635	SV500AAF15 VACUUM BREAKER	6332456-00	02/08/2022	220489		62.95	
	001-092-635	FLUSH VALVE:CH RESTROOM(2)	6341029-00	02/10/2022	220492		237.98	
	001-092-635	BRASS CLST SPUD: CH RESTRM (2)	6341029-00	02/10/2022	220492		19.80	
	001-170-635	FLUSH VALVE: BOAT LAUNCH	6341029-00	02/10/2022	220492		118.99	
	001-170-635	BRASS CLST SPUD: BOAT LAUCH	6341029-00	02/10/2022	220492		9.90	

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001	GULF COAST ARMY NAVY STORE	221622	03/15/2022	03/09/2022			109.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	TRUSPEC PANTS (2)		385226	02/22/2022	220524		109.90
001	RAY ALLEN MANUFACTURING LLC	221623	03/15/2022	03/09/2022			201.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	NYLON COLLAR METAL BUCKLE		RINV229111	01/27/2022	220357		59.99
	001-100-514	BLUE 3" BALL W/T-HANDLE (6)		RINV229111	01/27/2022	220357		83.94
	001-100-514	RAM TECH LA WAIST LEAD 36X12		RINV229111	01/27/2022	220357		22.99
	001-100-514	PVC POLICE K9 PATCH GREY		RINV229111	01/27/2022	220357		9.99
	001-100-514	SHIPPING HANDLING		RINV229111	01/27/2022	220357		5.00
	001-100-514	SYNTEK TUG 2 HANDLE		RINV232821	02/17/2022	220357		19.99
001	OFFICE DEPOT 1104	221624	03/15/2022	03/09/2022			569.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	EPSON ET PRINTER 4850		2196793860	01/05/2022	220361		499.99
	001-170-559	INK FOR PRINTER		2196793860	01/05/2022	220361		69.98
001	PASCAGOULA TIRE & SERVICE INC	221626	03/15/2022	03/09/2022			748.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	ALIGNMENT: CUSTODIAN TRK		102709	02/18/2022	220505		69.99
	001-161-638	FIRESTONE DESTINATION XT (4)		102433	02/03/2022	220421		594.16
	001-161-638	TIRE INSTALL PACKAGE BASIC (4)		102433	02/03/2022	220421		20.00
	001-161-638	WHEEL BALANCE WEIGHTS (4)		102433	02/03/2022	220421		12.00
	001-161-638	WHEEL BALANCE LABOR (4)		102433	02/03/2022	220421		34.00
	001-161-638	VALVE STEM (4)		102433	02/03/2022	220421		6.00
	001-161-638	TIRE DISPOSAL FEE (4)		102433	02/03/2022	220421		12.00
001	POWELL CONSTRUCTION SERVICES INC	221629	03/15/2022	03/09/2022			4,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	REPR BRIDGE LTS: PULL WIRE		3313	02/28/2022	220501		1,985.00
	001-201-637	REPR BRIDGE LTS: SE END		3312	02/28/2022	220283		2,965.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	221630	03/15/2022	03/09/2022			1,709.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-559	BLACK BUSINESS CARD HOLDER		3499634649	02/08/2022	220484		8.63
	001-094-559	3TAB FILE FOLDER (2)		3499634649	02/08/2022	220484		48.46
	001-094-559	TRASH CAN W/O LID		3499634649	02/08/2022	220484		5.33
	001-094-559	TITANIUM 8" SCISSORS		3499634649	02/08/2022	220484		5.89
	001-094-559	BLK MESH ACCESSORY HOLDER		3499634649	02/08/2022	220484		5.03
	001-094-500	2022 WEEKLY PLANNER		3499634649	02/08/2022	220484		10.69
	001-094-500	PM PROFILE BLK PEN (12)		3499634649	02/08/2022	220484		7.68
	001-094-500	COSCO MED FINGER PAD (12)		3499634649	02/08/2022	220484		1.49
	001-094-559	COMMAND INDOOR DBL HOOK		3499634650	02/08/2022	220484		8.85
	001-010-500	HP 05A BK TONER 2/PK		3499856162	02/11/2022	220496		154.73
	001-010-500	COPY PAPER-CARTON (6)		3499856162	02/11/2022	220496		242.34
	001-040-500	SORTKWIK MOISTENER		3498445597	01/28/2022	220437		2.26
	001-040-500	TR COPY PAPER-CARTON (10)		3498445597	01/28/2022	220437		399.90
	001-040-500	RUBBER BANDS 1640/PACK		3498445597	01/28/2022	220437		1.88
	001-040-500	COUNTERFEIT PEN 3/PK		3498445597	01/28/2022	220437		4.79

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	221630	03/15/2022	03/09/2022			1,709.46	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-500	BINDER CLIP .75" 40/PK	3498445597	01/28/2022	220437		1.04	
	001-022-500	MTHLY EXPANDING FOLDER 12/PK	3498445597	01/28/2022	220437		12.88	
	001-022-500	BINDING COMB BLK 50/PK	3498445597	01/28/2022	220437		11.66	
	001-022-500	BINDING SPINE 1/2" 25/PK	3498445597	01/28/2022	220437		12.72	
	001-022-500	PRESENTATION COVER 200/PK	3498445597	01/28/2022	220437		30.39	
	001-022-500	PRESENTATION COVER LTR CLR	3498445597	01/28/2022	220437		19.58	
	001-022-500	'SIGN HERE' FLAG 200/PK	3498445597	01/28/2022	220437		8.06	
	001-022-500	HANGING FOLDER TAB 50/PK	3498445597	01/28/2022	220437		2.30	
	001-040-500	ADDRESS LABEL 400/PK	3498445597	01/28/2022	220437		21.78	
	001-040-500	FLAGS ASS COLORS 140/PK	3498445597	01/28/2022	220437		4.18	
	001-021-500	NOTEPADS 8.5"X14" 12/PK	3498445597	01/28/2022	220437		7.00	
	001-021-500	BINDER CLIP LG BLK 12/PK	3498445597	01/28/2022	220437		1.32	
	001-021-500	BINDER CLIP MED BLK 144/PK	3498445597	01/28/2022	220437		6.64	
	001-021-500	PAPER CLIP LRG NSKD 10/PK	3498445597	01/28/2022	220437		6.40	
	001-021-500	PAPER CLIP STD 10/PK	3498445597	01/28/2022	220437		1.78	
	001-021-500	POST IT 4X6 LINED 5/PK	3498445597	01/28/2022	220437		10.32	
	001-022-500	LEGAL FILE FLDR 3TAB 100/BX	3498445598	01/28/2022	220437		37.99	
	001-021-500	BINDING SPINE 1/2" 100/BX	3498674189	01/29/2022	220437		14.99	
	001-040-500	LEXMARK 700Z1 BLK HY	3498674191	01/29/2022	220437		231.99	
	001-040-500	DELL LED MONITOR 17"	3499167706	02/01/2022	220437		229.99	
	001-040-500	HP 950XL/951 BLK HY INK	3499856161	02/11/2022	220437		91.90	
	001-040-500	FLAGS ASS COLORS 140/PK	3500237150	02/16/2022	220437		4.18	
	001-040-500	HP950XL BLK HY INK	3500308791	02/17/2022	220437		36.60	
	001-040-500	FLAGS ASS COLORS 140/PK	3500237149	02/16/2022	220437		-4.18	
001	STUART C IRBY CO	221632	03/15/2022	03/09/2022			578.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	BUSS BAF-5 MIDGET FUSE (100)	S012833964	02/23/2022	220442		578.00	
001	AYERS DISTRIBUTING CO	221633	03/15/2022	03/09/2022			1,112.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	6 CS TOY FILLED EGGS	584	03/03/2022	220574		834.00	
	001-170-513	2 CS CANDY FILLED EGGS	584	03/03/2022	220574		278.00	
001	PROFESSIONAL SOLUTIONS USA INC	221634	03/15/2022	03/09/2022			660.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-620	FLOOD INFO FLYER (7010)	395161	02/21/2022	220429		660.00	
001	IAFC MEMBERSHIP	221635	03/15/2022	03/09/2022			225.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-682	FULL MEMBERSHIP: LATCH,JAMES	000135829	03/08/2022	220594		195.00	
	001-161-682	SE DIVISION DUES: LATCH,JAMES	000135829	03/08/2022	220594		30.00	
001	STERLING PETROLEUM PRODUCTS INC	221637	03/15/2022	03/09/2022			773.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-525	KEROSENE (55): MECH SHOP	94493	02/01/2022	220406		356.95	
	001-100-570	SERVICE PRO 5/20 OIL (55)	94494	02/01/2022	220405		411.95	
	001-100-570	LUBE TAX	94494	02/01/2022	220405		4.40	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON COM SALES INC	221638	03/15/2022	03/09/2022			3,680.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-704	GALAXY TAB S7 FE 2021 (7)	1RQDCPM1RX	02/23/2022	220526		3,149.65	
	001-001-559	FINTIE CASE S7 FE 2021 (7)	1RQDCPM1RX	02/23/2022	220526		146.93	
	001-170-511	BUNCO SCORE SHEETS (2)	14HKWN7GH4	03/06/2022	220578		10.98	
	001-170-511	HAND BELL FOR BONCO (2)	14HKWN7GH4	03/06/2022	220578		11.98	
	001-170-511	100 PCS 16 MM GAME DICE	14HKWN7GH4	03/06/2022	220578		11.59	
	001-170-513	24PK SPR HVY DTY D BATTERY	14HKWN7GH4	03/06/2022	220578		18.85	
	001-170-513	MEGAPHONE LOUD SPEAKER (4)	14HKWN7GH4	03/06/2022	220578		79.96	
	001-170-559	24PK DURACELL AA BATTERY (2)	1KN6CRTHVP	03/06/2022	220568		22.86	
	001-170-559	BUNGEE CORD 6 INCH 50/PCS (3)	1KN6CRTHVP	03/06/2022	220568		47.97	
	001-170-559	SLASHPROOF SWING SEAT (6)	1KN6CRTHVP	03/06/2022	220568		180.12	
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	221639	03/15/2022	03/09/2022			85.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	COOLANT OUTLET EP U# 62	5055359	02/09/2022	220461		23.59	
	001-100-570	COOLANT INLET EP U# 62	5055359	02/09/2022	220461		22.31	
	001-100-570	SUPPORT VISOR (2) U# 62	5055359	02/09/2022	220461		39.30	
001	OCCUPATIONAL HEALTH CENTER INC	221641	03/15/2022	03/09/2022			415.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	10 PANEL DRG SCRN: MCCLURE	269692	03/02/2022	220455		70.00	
	001-161-604	VARICELLA ANTIBODY: MCCLURE	269692	03/02/2022	220455		50.00	
	001-161-604	QUANTIFERON TB GOLD: MCCLURE	269692	03/02/2022	220455		185.00	
	001-022-604	PRE-EMP PHYSICAL: GOFF,S	271313	03/02/2022	220502		75.00	
	001-022-604	PRE-EMP DRG SCRN: GOFF,S	271313	03/02/2022	220502		35.00	
001	AUDIOWAVE INC	221642	03/15/2022	03/09/2022			4,997.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	PK11341TU20TM XL PANEL W/LEP	A54680	03/01/2022	220300		705.00	
	001-100-799	PK01231TU2020ND 12VS 2ND EXPA	A54680	03/01/2022	220300		478.00	
	001-100-799	G J CONSOLE	A54680	03/01/2022	220300		395.00	
	001-100-799	SETINA PUSH BUMPER	A54680	03/01/2022	220300		375.00	
	001-100-799	SOS ENULBOOMMV 48" LBAR	A54680	03/01/2022	220300		1,550.00	
	001-100-799	4" STUD MNT SAE 6 LED BLUE(4)	A54680	03/01/2022	220300		436.00	
	001-100-799	EMPS BLUE LED	A54680	03/01/2022	220300		218.00	
	001-100-799	TAG BRACKET	A54680	03/01/2022	220300		25.00	
	001-100-799	SIREN CONTROL	A54680	03/01/2022	220300		365.00	
	001-100-799	ETSS100J SIREN	A54680	03/01/2022	220300		175.00	
	001-100-799	SHIPPING: 2022 INTERCEPTOR	A54680	03/01/2022	220300		275.00	
001	RED RIVER SPECIALTIES INC	221643	03/15/2022	03/09/2022			4,302.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	RANGER PRO 90 GALS	770768	02/16/2022	220504		4,185.00	
	001-170-577	FREIGHT	770768	02/16/2022	220504		117.49	
001	DELTA SANITATION OF MS LLC	221644	03/15/2022	03/10/2022			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	0001210015	02/28/2022			35.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	221645	03/15/2022	03/10/2022			250.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9986765321	02/28/2022			250.21
001	MS ASSN CHIEFS OF POLICE	221646	03/15/2022	03/10/2022			215.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	POST TEST ENTRY LEVEL		SA49799	03/09/2022			175.00
	001-022-660	EXAMINERS MANUAL		SA49799	03/09/2022			10.00
	001-022-660	STUDY GUIDE		SA49799	03/09/2022			4.00
	001-022-660	SHIPPING		SA49799	03/09/2022			26.28
001	PASCAGOULA YOUTH BASEBALL	221647	03/15/2022	03/10/2022			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	UMPIRE FEES(30):COG SOFTBALL		03142022	03/10/2022			1,000.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	221648	03/15/2022	03/10/2022			1,666.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JAN 2021 CLUB SUPPORT		01312022	03/09/2022			833.33
	001-170-642	FEB 2021 CLUB SUPPORT		02282022	03/09/2022			833.33
001	CARDMEMBER SERVICES	221666	03/15/2022	03/14/2022			4,600.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-615	DECORATIONS: M GRAS FLOAT		02032022	02/04/2022			57.96
	001-170-511	SUPPLIES: SENIOR ACTIVITIES		02082022	02/09/2022			391.25
	001-170-635	200W UFO LED HI-BAY LAMP(10)		02082022	02/09/2022			672.99
	001-170-635	8' LED SHOP LT FIXTURE		02092022	02/10/2022			175.88
	001-170-635	40W LED VAPR TGHT FIXTURE(4)		02092022	02/10/2022			179.98
	001-170-635	70W LED FLOOD LT OUTDR (2)		02092022	02/10/2022			76.00
	001-170-559	QUIK CART ROLLING CRATE		02092022	02/10/2022			56.74
	001-170-511	SUPPLIES: SENIOR VDAY EVENT		02102022	02/11/2022			235.83
	001-094-535	JACKET (2), SHIRTS (10)		02112022	02/14/2022			209.57
	001-022-615	JOB FAIR REGISTRATION		02142022	02/15/2022			52.63
	001-170-511	XL PIZZA (20): SR EVENT		02162022	02/17/2022			200.00
	001-205-560	POTTING COMPND(3): FOUNTAIN		02162022	02/17/2022			187.15
	001-001-615	MARDI GRAS THROWS: COUNCIL		02162022	02/18/2022			1,119.00
	001-161-559	MARDI GRAS THROWS: FIRE		02162022	02/18/2022			41.00
	001-170-511	SUPPLIES: SR WREATH CLASS		02222022	02/23/2022			171.24
	001-001-509	HOTEL-YTH SUMMIT: GYM		02252022	02/28/2022			436.00
	001-094-559	3 DRAWER FILE CART		02252022	02/28/2022			14.58
	001-100-559	RETIREMENT AWARDS (2)		03022022	03/03/2022			322.97
FUND TOTAL	1 Claims	to	Checks	75 Total	347,912.35 Manual	Held	Total	347,912.35

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	COG 7M BOND ACCT	221544	03/15/2022	03/04/2022			180,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	002-900-950	BUDGETED TRX: M BLUFF W&S		03042022	03/04/2022		180,000.00	
FUND TOTAL	2 Claims	to	Checks	1 Total	180,000.00	Manual	Held	Total 180,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	CARDMEMBER SERVICES	221665	03/15/2022	03/14/2022			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-450-704	ONEWAY APP FEB 2022		86235	02/02/2022			75.00
	003-450-704	ONEWAY APP MAR 2022		86265	03/02/2022			75.00
FUND TOTAL	3 Claims	to	Checks	1 Total	150.00 Manual		Held	Total 150.00

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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	221507	03/15/2022	03/02/2022			37,914.05	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	172-350-650	LIBRARY SUPPORT	FEB 2022	02/24/2022				37,914.05
FUND TOTAL 172 Claims	to	Checks	1 Total	37,914.05	Manual		Held	Total 37,914.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	221503	03/15/2022	03/02/2022			244.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	MAR 2022 SSP: INET #132698937		02132022	02/20/2022			244.80
176	BAY ICE COMPANY INC	221506	03/15/2022	03/02/2022			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	FEB 2022 BOX RENTAL		655789	02/28/2022			50.00
176	FUELMAN	221573	03/15/2022	03/07/2022			40.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP61740423	03/07/2022			40.91
176	SINGING RIVER ELECTRIC COOPERATIVE	221588	03/15/2022	03/07/2022			3,788.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		02182022	02/24/2022			3,296.69
	176-170-631	HOUSE 76855002		02182022	02/24/2022			49.84
	176-170-631	SSP WELCOME CENTER 108928002		02182022	02/24/2022			417.16
	176-170-631	DUMP STATION 109931001		02182022	02/24/2022			25.00
176	LOWES HOME CENTERS INC	221592	03/15/2022	03/08/2022			17.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	PAINT: SHEPARD BATHROOM		919324	02/03/2022			8.90
	176-170-586	WIRE RV OUTLET		902788	02/14/2022			8.24
176	C SPIRE WIRELESS	221613	03/15/2022	03/08/2022			100.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONES		0030759348	02/28/2022			100.63
176	STAPLES BUSINESS ADVANTAGE DEPT	ATL 221631	03/15/2022	03/09/2022			251.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	HP950XL/951		3500713391	02/23/2022	220522		105.47
	176-170-500	HP952XL/952		3500713391	02/23/2022	220522		105.88
	176-170-500	INSERTABLE TAB DIVIDERS (5)		3500713391	02/23/2022	220522		3.95
	176-170-500	NON MAGNETIC DESKTP LTR HOLDER		3500713391	02/23/2022	220522		14.33
	176-170-500	INDEX CUSTOMIZABLE TABLE (4)		3500713391	02/23/2022	220522		22.04
176	MS MADE SOAP AND CANDLES LLC	221640	03/15/2022	03/09/2022			137.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CITRONELLA 14-OZ CANDLE (2)		146	02/28/2022	220540		22.00
	176-170-541	JAPANESE CHERRY BLOSSOM 14-OZ		146	02/28/2022	220540		11.00
	176-170-541	KUDZU CANDLE		146	02/28/2022	220540		11.00
	176-170-541	MAGNOLIA CANDLE		146	02/28/2022	220540		11.00
	176-170-541	SWEET COTTON CANDLE		146	02/28/2022	220540		11.00
	176-170-541	POMEGRANTE CANDLE		146	02/28/2022	220540		11.00
	176-170-541	2-OZ ROOM SPRAYS (5)		146	02/28/2022	220540		15.00
	176-170-541	6-OZ PINE TAR SOAP (2)		146	02/28/2022	220540		9.00
	176-170-541	8-OZ SWEET COTTON OATMEAL		146	02/28/2022	220540		4.50
	176-170-541	8-OZ MAGNOLIA SOAP		146	02/28/2022	220540		4.50
	176-170-541	8-OZ JCB SOAP		146	02/28/2022	220540		4.50
	176-170-541	4-OZ DIFFUSER KIT SWEET COTTON		146	02/28/2022	220540		14.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	MS MADE SOAP AND CANDLES LLC	221640	03/15/2022	03/09/2022			137.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	8-OZ KUDZU SOAP		146	02/28/2022	220540		4.50
	176-170-541	8-OZ SWEET COTTON SOAP: SSP ST		146	02/28/2022	220540		4.50
FUND TOTAL 176 Claims	to	Checks	8 Total	4,631.34	Manual	Held	Total	4,631.34

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	221524	03/15/2022	03/03/2022			29,300.00	
	Description TO #5: CONS ADM/RES PROJ REP			Invoice # 8376	Date 02/22/2022	P.O.	Amount 29,300.00	
304	JE TALLEY CONSTRUCTION INC Account Number 304-510-778	221580	03/15/2022	03/07/2022			197,664.86	
	Description PH 1 SITEWORK			Invoice # 9	Date 02/28/2022	P.O.	Amount 197,664.86	
FUND TOTAL 304 Claims	to	Checks	2 Total	226,964.86	Manual		Held	Total 226,964.86

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
307	STARKS CONTRACTING COMPANY INC	221525	03/15/2022	03/03/2022			132,572.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-779	CONSTRUCTION 92%		7	02/16/2022			132,572.00
307	TYLER THOMAS HENRY	221597	03/15/2022	03/08/2022			8,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	307-300-779	BACOT MURAL: DESIGN & PAINT		03042022	03/04/2022			7,100.00
	307-300-779	SUPPLIES		03042022	03/04/2022			1,400.00
FUND TOTAL 307 Claims	to	Checks	2 Total	141,072.00	Manual		Held	Total 141,072.00

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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 Account Number 355-723-763	221522	03/15/2022	03/03/2022			10,075.00	
		Description BID PHASE: TRMNT PLANT		Invoice # 39081	Date 02/08/2022	P.O.	Amount 10,075.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	10,075.00	Manual	Held	Total	10,075.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	221582	03/15/2022	03/07/2022			142,728.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 84.9%		9	02/28/2022			142,728.57
FUND TOTAL 360 Claims	to	Checks	1 Total	142,728.57	Manual	Held	Total	142,728.57

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC	221526	03/15/2022	03/03/2022			22,466.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-762	ENG DESIGN/BIDDING		8377	02/22/2022		22,466.50	
FUND TOTAL 361 Claims	to	Checks	1 Total	22,466.50	Manual	Held	Total	22,466.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	221502	03/15/2022	03/02/2022			230,294.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	MAR 2022 TREATMENT CHGS		1629	03/01/2022			230,294.00
400	SPARKLIGHT	221510	03/15/2022	03/02/2022			77.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2022: #107663106		02162022	02/23/2022			77.15
400	SEYMOUR ENGINEERING PLLC	221527	03/15/2022	03/03/2022			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	TOPO SURVEY: SHELTER WTR MN		8378	02/22/2022			5,000.00
400	SEYMOUR ENGINEERING PLLC	221529	03/15/2022	03/03/2022			7,377.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	T SURVEY: HWY90 @ HEAD START		8375	02/22/2022			1,000.00
	400-650-603	DRAINAGE: JOHNSTON ROAD		8375	02/22/2022			455.00
	400-650-603	T SURVEY: WEST PARK DR		8375	02/22/2022			2,772.50
	400-650-603	DRAINAGE: BOARDMOOR/GOLDHILL		8375	02/22/2022			3,150.00
400	BANCORPSOUTH EQUIPMENT FINANCE	221536	03/15/2022	03/03/2022			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		04042022	03/03/2022			143,724.87
400	COG DEPOSITORY ACCOUNT	221541	03/15/2022	03/03/2022			128,682.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2022 GARBAGE PMTS		02282022	02/28/2022			128,682.39
400	COG DEPOSITORY ACCOUNT	221542	03/15/2022	03/03/2022			390,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-985	BUDGETED TRX: FUND 001		03312022	03/03/2022			390,000.00
400	CLEARWATER SOLUTIONS LLC	221552	03/15/2022	03/07/2022			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2022 OPERATION FEE		GAUTIER111	03/01/2022			170,690.75
400	FUELMAN	221567	03/15/2022	03/07/2022			167.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61667709	02/28/2022			167.48
400	FUELMAN	221574	03/15/2022	03/07/2022			331.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP61740423	03/07/2022			331.66
400	SINGING RIVER ELECTRIC COOPERATIVE	221589	03/15/2022	03/07/2022			211.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		02142022	02/21/2022			26.32
	400-651-631	GAUTR/VANC LFT STN 114046001		02172022	02/23/2022			184.93

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	221590	03/15/2022	03/07/2022			3,513.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		02182022	02/24/2022			220.77
	400-651-631	LIFT STNS 17883		02182022	02/24/2022			1,861.35
	400-651-631	LIFT STNS 17884		02182022	02/24/2022			1,431.09
400	LOWES HOME CENTERS INC	221593	03/15/2022	03/08/2022			195.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	WD-40(2), BUG /WASP KILLER(4)		918248	01/31/2022			45.11
	400-651-683	CEMENT(2), QUIKRETE(5)		990355	02/10/2022			55.94
	400-651-581	BATTERIES(4)		911533	02/23/2022			94.92
400	SINGING RIVER ELECTRIC COOPERATIVE	221594	03/15/2022	03/08/2022			8,404.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION 99216002		02172022	02/23/2022			239.97
	400-651-631	LIFT STATIONS 17882		02172022	02/23/2022			2,312.65
	400-651-631	WATER WELLS 17882		02172022	02/23/2022			3,643.58
	400-651-631	CITY HALL SOUTH 17882		02172022	02/23/2022			2,208.15
400	SINGING RIVER ELECTRIC COOPERATIVE	221595	03/15/2022	03/08/2022			5,306.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		02162022	02/22/2022			74.14
	400-651-631	LIFT STNS 89702001		02162022	02/22/2022			25.00
	400-651-631	LIFT STNS 17881		02162022	02/22/2022			2,407.94
	400-651-631	WATER WELLS 17881		02162022	02/22/2022			2,799.04
400	SINGING RIVER ELECTRIC COOPERATIVE	221596	03/15/2022	03/08/2022			2,877.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		02142022	02/21/2022			1,174.09
	400-651-631	LIFT STATIONS 28779		02142022	02/21/2022			92.49
	400-651-631	SCHOONER WELL 20688		02112022	02/17/2022			1,212.12
	400-651-631	LIFT STATIONS 20688		02112022	02/17/2022			398.57
400	WASTE MANAGEMENT OF MS-GLF COAST INC	221598	03/15/2022	03/08/2022			2,533.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL OFF TIMBERLANE		0763118476	03/01/2022			2,533.21
400	C SPIRE WIRELESS	221614	03/15/2022	03/08/2022			47.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	02/28/2022			47.44
400	SOUTHERN PIPE & SUPPLY CO INC	221621	03/15/2022	03/09/2022			2,735.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 CPLG MIPXCTS CJ		6408949-00	03/01/2022	220538		249.00
	400-651-581	3/4 FIPXFIP BALL CURB LW		6408949-00	03/01/2022	220538		855.00
	400-651-583	8" PVC GASKET PIPE HW14		6408949-00	03/01/2022	220538		1,515.36
	400-651-581	8 CLAYX8 CI PLASTIC COUPLING		6408949-00	03/01/2022	220538		115.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST BATTERY SPECIALIST INC	221625	03/15/2022	03/09/2022			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	CB1250 SCADA BATTERIES (10)		3245030222	03/02/2022	220537		160.00
400	CENTRAL PIPE SUPPLY-JACKSON	221627	03/15/2022	03/09/2022			2,407.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	4X3 RUBBER FERNCO COUP (6)		S100285478	02/11/2022	220483		50.40
	400-651-581	BLU ULTRA-PURE TUBING (200)		S100285478	02/11/2022	220483		124.00
	400-651-581	1" FORD BRASS COUP CTSXPVC(12)		S100285478	02/11/2022	220483		550.08
	400-651-581	1CTSX3 FULL CIRCLE IPSX3(6)		S100285478	02/11/2022	220483		160.56
	400-651-581	1IPX3 FULL CIRCLE IPSX3(6)		S100285478	02/11/2022	220483		162.96
	400-651-581	3/4 IPSX3 FULL CIR (6)		S100285478	02/11/2022	220483		154.08
	400-651-581	3/4 S/B FULL CIRCLE IPSX6 (6)		S100285478	02/11/2022	220483		325.68
	400-651-581	3/4CTSX3 S/B FULL CIRCLE (6)		S100285478	02/11/2022	220483		152.64
	400-651-581	6X7.5 S/B COLLAR LEAK (2)		S100285478	02/11/2022	220483		199.38
	400-651-581	6.63X2 FORD BRS SERV SADDLE(4)		S100285478	02/11/2022	220483		407.44
	400-651-581	3/4X100 BLU ULTRA-PUR TUB(300)		S100285478	02/17/2022	220483		120.00
400	BAY MOTOR WINDING INC	221628	03/15/2022	03/09/2022			4,809.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REBUILD MOTOR: TOWNSEND LS		0120178	02/28/2022	220485		2,165.00
	400-651-584	SEAL PLATE		0120178	02/28/2022	220485		343.00
	400-651-584	IMPELLER		0120178	02/28/2022	220485		475.00
	400-651-583	7.5 HP MOTOR REBUILD: WWTR		0120179	02/28/2022	220509		1,826.00
400	CORE & MAIN LP	221636	03/15/2022	03/09/2022			416.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	BLUE MARKING PAINT (60)		Q383390	02/23/2022	220508		208.20
	400-651-583	GREEN MARKING PAINT (60)		Q383390	02/23/2022	220508		208.20
400	ARISTA INFORMATION SYSTEMS INC	221649	03/15/2022	03/10/2022			4,290.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2022 PRINTING 2067001		0004759	02/28/2022			1,217.20
	400-650-698	FEB 2022 POSTAGE 2067001		0004759	02/28/2022			3,073.22
400	CARDMEMBER SERVICES	221667	03/15/2022	03/14/2022			240.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	SELF INK STAMP HD (3)		02042022	02/04/2022			134.85
	400-650-559	REPLACEMENT INK PAD (4)		02042022	02/04/2022			39.00
	400-650-535	SPORT TEE 2XL ASST (7)		02142022	02/16/2022			66.89
FUND TOTAL 400 Claims to		Checks	25 Total	1,114,493.74	Manual	Held	Total	1,114,493.74

Docket of Claims
Release date from 03/15/2022 thru 03/15/2022

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	221518	03/15/2022	03/03/2022			107,005.63	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2022 RES GARBAGE (6373)		0001209945	02/28/2022		107,005.63	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,005.63	Manual		Held	Total 107,005.63

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	75 Total	347,912.35 Manual	Held	Total	347,912.35
FUND 2 Claims	to	Checks	1 Total	180,000.00 Manual	Held	Total	180,000.00
FUND 3 Claims	to	Checks	1 Total	150.00 Manual	Held	Total	150.00
FUND 172 Claims	to	Checks	1 Total	37,914.05 Manual	Held	Total	37,914.05
FUND 176 Claims	to	Checks	8 Total	4,631.34 Manual	Held	Total	4,631.34
FUND 304 Claims	to	Checks	2 Total	226,964.86 Manual	Held	Total	226,964.86
FUND 307 Claims	to	Checks	2 Total	141,072.00 Manual	Held	Total	141,072.00
FUND 355 Claims	to	Checks	1 Total	10,075.00 Manual	Held	Total	10,075.00
FUND 360 Claims	to	Checks	1 Total	142,728.57 Manual	Held	Total	142,728.57
FUND 361 Claims	to	Checks	1 Total	22,466.50 Manual	Held	Total	22,466.50
FUND 400 Claims	to	Checks	25 Total	1,114,493.74 Manual	Held	Total	1,114,493.74
FUND 404 Claims	to	Checks	1 Total	107,005.63 Manual	Held	Total	107,005.63
Total for all Funds			Checks	119 Total	2,335,414.04 Manual	Held	Total 2,335,414.04

Councilman Elbin made the request to pull Consent Agenda Item 4 for further discussion.
Councilman Colledge made the request to pull Consent Agenda Item 5 for further discussion.

Councilman Gollott made the motion to approve Consent Agenda Items 1-3 and 6-10, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 035-2022

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 and 6-10 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

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

ORDER NUMBER 036-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held March 1, 2022 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 Gollott**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

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

ORDER NUMBER 037-2022

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 Report for February 2022 is hereby received.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

[illegible]

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

ORDER NUMBER 038-2022

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2022 is hereby received.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 15, 2022.

JAN 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,808,284.44
HB1 Modernization Act Funds	Depository Account	002-000-001	\$853,534.79
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,175,850.42
MDAH School House Grant	Depository Account	030-000-001	\$2,983.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$427,799.89
U S Justice Equitable Sharing	Depository Account	157-000-001	\$42,416.90
Fire Protection Fund	Depository Account	160-000-001	\$214,872.03
Tidelands Grant	Depository Account	171-000-001	\$30,000.00
Library Support Fund	Depository Account	172-000-001	\$46,678.03
Shepard State Park Fund	Depository Account	176-000-001	\$92,607.36
USDA NRCS EWP Program	Depository Account	300-000-001	(\$88,918.95)
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$94,420.76
Town Center Retail Dev Complex	Depository Account	309-000-001	(\$1,333.11)
Solid Waste Fund	Depository Account	404-000-001	\$57,661.71
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$8,756,857.70
General Depository Reconciled Cash Balance			\$8,756,857.70

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	(\$402,117.88)
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$58,906.25)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,464,476.25
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$3,051,014.64
Enterprise Reconciled Cash Balance			\$3,047,251.99

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$2,009,878.45
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$230,030.65
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,873.72
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,471.14
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,471.14
Infrastructure Imp Funds: Town Commons	Restricted Fund	304-000-004	\$0.00
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,000,327.98
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,000,000.00
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,842,844.23
S2019 MPI GO Bond DS Fund	Restricted Fund	305-000-007	\$108,611.19
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$0.07
HB1730 Land Purchase Fund	Restricted Fund	309-000-004	\$0.00
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$5,117,219.04
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$166,113.91
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,337.54
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$886,458.31
Total Bond & Restricted Reconciled Cash Balances			\$14,419,637.37

**JAN 2022
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2022	JAN 2022	Balance	33.33% % to date
General Fund Revenues	11,270,179.00	3,532,527.55	7,737,651.45	31.3%
Expenditures:				
001 Legislative	273,705.00	79,663.38	194,041.62	29.1%
010 City Court	348,579.00	96,942.97	251,636.03	27.8%
021 City Manager	328,300.00	76,119.09	252,180.91	23.1%
022 Human Resources	79,170.00	24,288.76	54,881.24	30.6%
040 City Clerk	548,011.00	167,730.24	380,280.76	30.6%
060 City Attorney	180,000.00	47,100.00	132,900.00	26.1%
090 Economic Dev - Planning	516,191.00	169,380.66	346,810.34	32.8%
092 Building & General Expenses	672,200.00	378,281.18	293,918.82	56.2%
094 Grants & Project Admin	232,305.00	51,115.39	181,189.61	22.0%
100 Police	4,041,218.00	1,170,571.98	2,870,646.02	28.9%
161 Fire	2,758,895.00	905,507.86	1,853,387.14	32.8%
170 Recreation	868,286.00	219,122.55	649,163.45	25.2%
201 PW: Streets	445,000.00	83,695.87	361,304.13	18.8%
205 PW: Maintenance	334,074.00	87,102.58	246,971.42	26.0%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	809,552.00	315,482.00	494,070.00	38.9%
General Fund Expenditures	12,522,940.00	3,918,428.47	8,604,511.53	31.2%
<i>Total Operating Expenditures</i>	11,211,405.00	3,467,553.41	7,743,851.59	
<i>Total Capital Outlay Expenditures</i>	286,446.00	51,389.77	235,056.23	
<i>Total Debt Service</i>	215,537.00	84,003.29	131,533.71	
<i>Total Transfers Out</i>	809,552.00	315,482.00	494,070.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	3,918,428.47	8,604,511.53	
<i>Personnel</i>	8,458,913.00	2,694,288.63	5,764,624.37	
<i>Supplies</i>	663,712.00	109,024.13	554,687.87	
<i>Other Services</i>	2,088,780.00	664,240.65	1,424,539.35	
<i>Capital Outlay</i>	286,446.00	51,389.77	235,056.23	
<i>Debt Service</i>	215,537.00	84,003.29	131,533.71	
<i>Interfund Transfers for DS</i>	809,552.00	315,482.00	494,070.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,940.00	3,918,428.47	8,604,511.53	

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
002 HB1 Modernization Funds				
Revenues	645,000.00	423,043.13	221,956.87	65.5%
Expenditures	1,075,492.00	0.00	1,075,492.00	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	2,272,838.61	0.00	2,272,838.61	
Expenditures	4,545,677.23	96,988.20	4,448,689.03	2.1%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	2,983.43	0.00	2,983.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	6,442,527.00	3,799.07	6,438,727.93	
Expenditures	8,496,100.68	45,255.11	8,450,845.57	0.5%
156 SE MS METRO TASK FORCE				
Revenues	0.00	0.00	0.00	
Expenditures	264,240.00	29,454.47	234,785.53	11.1%
157 US Justice Equitable Sharing				
Revenues	0.00	4,340.40	(4,340.40)	
Expenditures	41,995.93	3,919.43	38,076.50	9.3%
160 Fire Protection Fund				
Revenues	672,000.00	117,537.52	554,462.48	17.4%
Expenditures	654,097.30	0.00	654,097.30	
171 Combined Tidelands Grant				
Revenues	671,934.44	0.00	671,934.44	
Expenditures	701,934.44	0.00	701,934.44	
172 Library Support Fund				
Revenues	125,282.00	52,068.42	73,213.58	41.5%
Expenditures	125,282.00	8,507.86	116,774.14	6.7%
176 Shepard State Park				
Revenues	246,200.00	60,212.22	185,987.78	24.4%
Expenditures	276,511.00	47,688.56	228,822.44	17.2%
250 2018 W&S Bond Debt Service				
Revenues	288,796.00	96,092.05	192,703.95	33.2%
Expenditures	284,494.00	67,246.88	217,247.12	23.6%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,672.00	10,218.89	453.11	95.7%
Expenditures	646.00	0.00	646.00	

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
252 2019 W&S Bond Debt Service				
Revenues	385,096.00	128,071.32	257,024.68	33.2%
Expenditures	378,707.00	298,600.00	80,107.00	78.8%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,782.00	10,289.32	492.68	95.4%
Expenditures	816.00	0.00	816.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	57,715.44	0.00	57,715.44	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	481,570.32	243,782.12	237,788.20	50.6%
Expenditures	720,410.82	409,532.86	310,877.96	56.8%
304 Town Commons Park Project				
Revenues	2,235,860.98	3,000,366.00	(764,505.02)	134.1%
Expenditures	3,853,665.11	196,258.12	3,657,406.99	5.0%
305 S2019 MPI GO Bond Construction Fund				
Revenues	296,582.00	297,113.27	(531.27)	100.1%
Expenditures	363,571.38	232,276.63	131,294.75	63.8%
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	1,532,374.70	601,633.50	930,741.20	39.2%
309 Town Center Retail Dev Complex				
Revenues	3,820,600.00	7,020,242.24	(3,199,642.24)	183.7%
Expenditures	5,821,870.40	9,023,017.60	(3,201,147.20)	154.9%
352 2018 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	16,702.23	16,702.23	0.00	100.0%
353 Hwy 57 Utility Line Relocation				
Revenues	1,162.38	11,047.34	(9,884.96)	950.4%
Expenditures	1,162.38	11,047.34	(9,884.96)	950.4%
355 Water Supply & Treatment Plant				
Revenues	29,094.61	36,246.84	(7,152.23)	124.5%
Expenditures	5,248,705.81	130,995.20	5,117,710.61	2.4%
358 2019 Bond General Construction/Admin				
Revenues	0.00	0.00	0.00	
Expenditures	5,230.00	5,154.97	75.03	98.5%

**JAN 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2022	As of JAN 2022	Balance	33.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	1,346,847.50	170,682.30	1,176,165.20	12.6%
Expenditures	1,446,885.25	502,155.63	944,729.62	34.7%
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,668,265.00	58,359.75	2,609,905.25	2.1%
Expenditures	2,654,565.00	58,906.26	2,595,658.74	2.2%
404 Solid Waste Fund				
Revenues	1,586,340.00	397,890.61	1,188,449.39	25.0%
Expenditures	1,592,850.00	428,306.67	1,164,543.33	26.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	40.00	14.44	25.56	36.1%
Expenditures	95.00	0.00	95.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	162.78	287.22	36.1%
Expenditures	827.00	0.00	827.00	

**JAN 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2022	JAN 2022	Balance	33.33% % to date
Utility Fund Revenues	9,095,000.00	2,995,856.64	6,099,143.36	32.9%
Administration	3,115,028.00	1,031,430.27	2,083,597.73	33.1%
Water & Sewer O & M	3,784,423.00	1,071,027.29	2,713,395.71	28.3%
Debt Service	1,065,221.00	205,910.32	859,310.68	19.3%
Transfers	1,472,000.00	244,000.00	1,228,000.00	16.5%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	9,636,672.00	2,552,367.88	7,084,304.12	26.4%
<i>Total Operating Expenditures</i>	<i>6,699,451.00</i>	<i>2,092,686.57</i>	<i>4,606,764.43</i>	
<i>Total Capital Outlay Expenditures</i>	<i>200,000.00</i>	<i>9,770.99</i>	<i>190,229.01</i>	
<i>Total Debt Service</i>	<i>1,065,221.00</i>	<i>205,910.32</i>	<i>859,310.68</i>	
<i>Total Interfund Transfers</i>	<i>1,472,000.00</i>	<i>244,000.00</i>	<i>1,228,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>2,552,367.88</i>	<i>7,084,304.12</i>	
 <i>Personnel</i>	 <i>578,939.00</i>	 <i>185,522.61</i>	 <i>393,416.39</i>	
<i>Supplies</i>	<i>296,000.00</i>	<i>62,052.69</i>	<i>233,947.31</i>	
<i>Other Services</i>	<i>5,824,512.00</i>	<i>1,845,111.27</i>	<i>3,979,400.73</i>	
<i>Capital Outlay</i>	<i>200,000.00</i>	<i>9,770.99</i>	<i>190,229.01</i>	
<i>Debt Service</i>	<i>1,065,221.00</i>	<i>205,910.32</i>	<i>859,310.68</i>	
<i>Interfund Transfers</i>	<i>1,472,000.00</i>	<i>244,000.00</i>	<i>1,228,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>9,636,672.00</i>	<i>2,552,367.88</i>	<i>7,084,304.12</i>	

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

ORDER NUMBER 039-2022

WHEREAS, the Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for a sport fish grant; and

WHEREAS, as a result of that application, the City has been awarded \$72,440.00 in federal funds, which requires a \$25,000.00 match that will come from Tidelands funding (FY2019); and

WHEREAS, this project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the newly constructed marshwalk; and

WHEREAS, the Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Cypress Environment and Infrastructure to move forward with the permitting process that is necessary to complete this project;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Cypress Environment and Infrastructure is hereby approved to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch Project.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/04/2022
Subject: Shepard State Park Kayak Launch and Boat Launch – Cypress Environment and Infrastructure Agent Authorization for Mississippi Department of Marine Resources Permit Application

REQUEST:

The Grants and Projects Department requests City Council approval to allow Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City has been awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This \$97,440 project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the newly constructed marshwalk.

DISCUSSION:

The Mississippi Department of Marine Resources requires the City to execute an Agent Authorization form in order to allow Cypress Environment and Infrastructure to move forward with the permitting process that is necessary to complete this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project.

The City Council may:

1. Approve Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project as presented; or
2. Not approve Cypress Environment and Infrastructure to act as an authorized agent on behalf of the City related to the Mississippi Department of Marine Resources permitting process for the Shepard State Park Kayak Launch and Boat Launch project as presented.

ATTACHMENTS:

1. Agent Authorization Form

Agent Authorization

I authorize Cypress Environment & infrastructure, to act as my agent regarding the proposed project as described in the Joint Application and Notification at the location listed below:

Shepard State Park Kayak Launch & Boat Launch

(Project Name)

1034 Graveline Rd, Gautier, MS 39553

(Project Address)

City of Gautier

(Print applicant name)

(Applicant signature)

(Date)

Cypress contact information:

Marc Foster, AICP
228-596-1580

Cynthia Henderson, PE, PWS
228-596-2708

Lindsay Spurrier, AICP
847-363-1275

Autry Akins, PWS
601-297-3564

Permits to be mailed to:
Cypress
PO Box 1168
Biloxi, MS 39533

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

ORDER NUMBER 040-2022

WHEREAS, the Bacot Park revitalization project is nearing completion; and

WHEREAS, to prepare for the park reopening, internet is necessary for the cameras and security system; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and fees total \$220.88 per month for the duration of the initial term and may be revised at a later date; and

WHEREAS, this service would include business internet 300, 1 static IP, and business Wi-Fi for a term of 12 months and a modem lease of \$10.99 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Authorization to approve a Business Service Agreement with Sparklight for Bacot Park

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for Bacot Park.

BACKGROUND:

The Bacot Park revitalization project is nearing completion and we are now to the phase of getting ready to reopen the Park and will need internet for the camera/security system.

DISCUSSION:

The service charges and fees total \$220.88 per month for the duration of the initial term and may be revised afterward. The service will include, business internet 300, 1 static IP, and business WI-FI or a term of 12 months and modem lease of \$10.99 monthly. All service charges are subject to additional applicable local, state and federal taxes, fees or surcharges as required or permitted by law.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for Bacot Park

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for Bacot Park
2. Not approve a Business Service Agreement with Sparklight for internet service for Bacot Park.

ATTACHMENTS:

1. Bacot Park Quote - Revised Agreement

		Business Service Agreement	
		Date: 3/4/2022 4:07 PM	
Sparklight Business Account Rep:		Jeffery Marion	Sparklight System Address:
Phone Number:		(228)323-1060	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	City of Gautier Bacot Pk	Full Name:	Queita Reddix
Street Address:	2300 Ladnier Rd	Billing Telephone:	2284978000
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	2300 Ladnier Rd	Contact Number:	2284978000
City/State/Zip:	Gautier, MS 39563	Email:	lreddix@gautier-ms.gov
Sparklight Account#			

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 300	1
1 Static IP	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$50.00
Term (In Months):	12
Total:	\$220.88

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$220.88 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). {Revised according to agreed changes 03/04/22}. THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING

UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One dba Sparklight Business ("Sparklight") and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Sparklight's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Sparklight determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Sparklight's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Sparklight.

In addition to the general requirement that use of the Internet service be in compliance with law and Sparklight's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited. Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Sparklight within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Sparklight.

Installation and Maintenance of Equipment. Customer, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Sparklight to install, deliver, operate and maintain the Sparklight-owned equipment and Service(s). Sparklight-owned

equipment provided to Customer hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Customer notifying Sparklight, **in a timely manner**, when repair or maintenance is necessary. Sparklight will have no obligation to install, support, maintain, repair or replace any equipment that is not Sparklight Equipment. Sparklight shall retain ownership of all Sparklight equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. **Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Internet Service. Sparklight bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Sparklight customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES. Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Sparklight video services are not included in our term length discounts. As market conditions change, Sparklight reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Sparklight is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. {"To the extent permissible under Mississippi law"} SPARKLIGHT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO SPARKLIGHT'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Sparklight may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Sparklight’s website at <https://business.sparklight.com>. Based on its provision of Phone services, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer’s bill, all of which are summarily identified as Customer Proprietary Network Information (“CPNI”). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

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SPARKLIGHT BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

Section 1: DATA SERVICES

During the term of this Agreement, Cable One d/b/a Sparklight Business ("Sparklight") shall provide the high speed Internet service ("Data Service") indicated by Subscriber and to locations on the Business Service Agreement.

Section 2: ENGINEERING REVIEW

Activation of Data Service is subject to Sparklight's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies.

Section 3: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. {Revised according to agreed changes as of 09/07/21}. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

Section 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening,

- abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
 - (c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
 - (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
 - (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
 - (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
 - (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
 - (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
 - (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Sparklight will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Sparklight cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

Section 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights.

Section 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Sparklight harmless from any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Sparklight has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight, (b) protect and defend the rights or property of Sparklight, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight about: (a) any loss or theft of Subscriber's password, or (b) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any

act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Sparklight is committed to protecting the privacy of Subscriber's personal information. Sparklight's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight's written consent shall be void and shall, at the Sparklight's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to cease providing services to Subscriber, and (b) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. {Revised according to agreed changes as of 09/07/21}.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber. {Revised according to agreed changes as of 09/07/21}.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) {"To the extent permissible under Mississippi Law"} SPARKLIGHT'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SPARKLIGHT DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO

OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) *{“To the extent permissible under Mississippi Law”}* Sparklight’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively), excluding any Instance caused by force majeure events or Subscriber actions, omission or equipment, shall be limited solely to a credit of 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more instances of at least four (4) hours in duration in any 24-hour period that is not coincident with any other instance, provided that the Instance is reported by Subscriber within 24 hours.

SECTION 17: LIMITATION OF LIABILITY

{“To the extent permissible under Mississippi law”} UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER’S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO SPARKLIGHT’S DATA SERVICE OR EQUIPMENT. This Section shall survive any termination of this Agreement.

SECTION 18: INDEMNIFICATION

{Revised and removed according to agreed changes as of 09/07/21}.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.

- (c) Each Party agrees that violation of this section 19 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 20: MISCELLANEOUS:

This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS {Revised location according to agreed changes as of 09/07/21}.

- (a) in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.
- (b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- (c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- (d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.



Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.

(c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.**

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

(a) Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection

fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Customer, and (ii) immediately to enter the Premises and take possession of all Sparklight-owned equipment {Revised according to agreed changes as of 09/07/21}.

(b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

(c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.

(d) {Revised and removed according to agreed changes as of 09/07/21}.

7. Installation, Equipment and Cabling.

(a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non-standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self-installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. {Revised according to agreed changes as of 09/07/21}.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

(c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.

(d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at [Customer Owned Phone List](#). Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

(e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.

- (f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.
- (g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. {Revised according to agreed changes as of 09/07/21}
- (h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.
- (i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.
- (j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.
- (k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

- (a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.
- (b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and

services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) {"To the extent permissible under Mississippi Law"} CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SPARKLIGHT'S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) {"To the extent permissible under Mississippi Law"} CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) {"To the extent permissible under Mississippi Law"} EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. **Indemnification.** {Revised and removed according to agreed changes as of 09/07/21}.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. {Revised according to agreed changes as of 09/07/21}.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein,

and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Mississippi {Revised according to agreed changes as of 09/07/21}.
but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

13513447_v2

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

ORDER NUMBER 041-2022

WHEREAS, Glen Montgomery, a visitor of Shepard State Park from February 17, 2022 through March 1, 2022 had issues with the breaker on site 6; and

WHEREAS, once reported, a park ranger tried resolving the issue by replacing the 30 amp and 50-amp breaker, but was unsuccessful; and

WHEREAS, the City Maintenance employee came out to replace the receptable, which resolved the issue, however, the faulty receptable caused Mr. Montgomery's surge protector to melt; and

WHEREAS, Mr. Montgomery purchased a new receptacle at Camping World in Biloxi, MS in the amount of \$102.69 for a 30A Port SG/DIAG; and

WHEREAS, Mr. Montgomery has made a claim against the City for the replacement value of this item;

WHEREAS, the Mayor and Council Members hereby find that settlement of this doubtful and disputed claim is in the best interests of the City of Gautier;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a settlement of damage claim between the City of Gautier and Glen Montgomery is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Approval of a settlement of damage claim

REQUEST:

The Recreation Department request approval of a settlement of damage claim between the City of Gautier and Glen Montgomery in the amount of \$102.69 for a 30A Port SG/DIAG.

BACKGROUND:

Mr. Montgomery visited Shepard State Park on Feb17-March 1,2022. Upon checking into the park, Mr. Montgomery had issues with the breaker on site six. The Park Ranger was notified immediately of the issue.

DISCUSSION:

The Park Ranger tried to problem solve the issue and changed the 30 amp and 50-amp breaker out but that didn't fix the issue. Monday the City's Maintenance employee came out and replaced the receptacle which fixed the issue. The faulty receptacle caused Mr. Montgomery's surge protector to melt. Mr. Montgomery then went to Camping World in Biloxi, MS and purchased a new one.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a settlement of a damage claim between the City of Gautier and Glen Montgomery.

1. Approve a settlement of damage claim between the City of Gautier and Glen Montgomery.; or
2. Not approve a settlement of damage claim between the City of Gautier and Glen Montgomery.

ATTACHMENTS:

1. Camping World

CAMPING WORLD
RV & OUTDOORS

good
sam

GANDER
RV & OUTDOORS

189 BILOXI MS
8010 E OAKLAWN RD
BILOXI, MS 39532
877-701-5820

Store Reg Cashier Trans. Date/Time
189 2 038792 8192 02/14/22 12:17
Salesperson: 038792

SALE

Glen Montgomery

Item	QTY	Your Price
T01 30A PORT SG W/ DIAG		
73993/024098442603		95.97
Return Price	95.97	
Item Discount: \$ Off	(28.02)	
Subtotal		95.97
Tax T01	95.97 @ 7%	6.72

Total 102.69

Visa Credit Card 102.69

one: SALE

Entry



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

ORDER NUMBER 042-2022

WHEREAS, the Recreation Department requires Wi-Fi and internet services at the former Shepard State Park attendant building; and

WHEREAS, Sparklight has agreed to provide internet pursuant to the attached service agreement; and

WHEREAS, the service charges and fees total \$127.18 per month for the duration of the initial term and may be revised at a later date; and

WHEREAS, this service would include business internet 150 and business Wi-Fi for a term of 36 months and a modem lease of \$10.99 monthly; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/08/2022
Subject: Authorization to approve a Business Service Agreement with Sparklight for Shepard State Park attendant building

REQUEST:

The Recreation Department requests City Council authorization to approve a Business Service Agreement with Sparklight for internet service for the former Shepard Park attendant building.

BACKGROUND:

As the recreation dept is growing we are in need of additional office space for staff members. We are in need of internet service in the former Shepard Park attendant building.

DISCUSSION:

The service charges and fees total \$127.18 per month for the duration of the initial term and may be revised afterward. The service will include, business internet 150, and business WI-FI or a term of 36 months and modem lease of \$10.99 monthly. All service charges are subject to additional applicable local, state and federal taxes, fees or surcharges as required or permitted by law.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building

City Council May:

1. Approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building
2. Not approve a Business Service Agreement with Sparklight for internet service for the former Shepard State Park attendant building

ATTACHMENTS:

1. Shepard Park Attendt Bldg Quote - Revised Agreement

		Business Service Agreement	
		Date: 3/4/2022 4:29 PM	
Sparklight Business Account Rep:		Jeffery Marion	Sparklight System Address:
Phone Number:		(228)323-1060	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	Shepard Park Attendant Bldg	Full Name:	Leoqueita Reddix
Street Address:	1034 Graveline Rd Bldg 2	Billing Telephone:	2284973338
City/State/Zip:	Gautier, MS, 39553-7727	Fax:	
Billing Address:	P O Box 670	Contact Number:	2284973338
City/State/Zip:	Gautier, MS 39553	Email:	lreddix@gautier-ms.gov
Sparklight Account#			

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 150	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$50.00
Term (In Months):	36
Total:	\$127.18

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$10.99	\$10.99

Special Conditions

Customer acknowledges that Cable One, Inc. d/b/a Sparklight Business ("Sparklight") will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight for its construction costs, that are estimated at \$4,757.42, incurred up to the date of cancellation.

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$127.18 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED.

ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date



TERMS AND CONDITIONS

The following terms and conditions regarding the provision of service are derived from the complete agreements which govern your relationship with Cable One dba Sparklight Business ("Sparklight") and are provided solely for your convenience. The terms of the agreements for Internet service and Phone service are not identical and differ in significant ways. An understanding of the rights and obligations of the parties can only be achieved through a full review of the agreements that apply to the Service(s) for which you are contracting. The following is designed to give you a brief and necessarily incomplete overview of some of the terms which in Sparklight's judgment are critical elements of which each customer should be fully aware. Except where it is clear that one agreement or the other is being exclusively addressed, the following terms are those in common with both agreements.

Rights and Obligations. The parties' rights and obligations will be defined by the agreements. Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of the agreements, the terms of the agreements will prevail.

Availability. The Service(s) may not be available in all locations due to engineering issues and regulatory and technical restrictions. In the event Sparklight determines that Service is not available to Customer's location, this Agreement shall be void, and Customer shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies. In addition, taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations.

Compliance with Law. Customer's use of the Service(s) shall comply with the terms of the agreements, Sparklight's Acceptable Use Policy where relevant, and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's legitimate business purposes, unless otherwise agreed in writing by Sparklight.

In addition to the general requirement that use of the Internet service be in compliance with law and Sparklight's policies, for additional guidance, the commercial Internet agreement provides a list of specific actions which are prohibited. Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and among other things may require Customer to prepay or sign up for direct pay.

Charges. Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for any applicable charges for installation, disconnection and reconnection, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Any payment not made when due may be subject to a late charge, which charge and method of imposition shall comply with applicable law.

Questions regarding a bill must be provided to Sparklight within sixty (60) days of receipt of the billing statement in question. Failure to timely notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for services must be made directly by Customer to Sparklight.

Installation and Maintenance of Equipment. Customer, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any agreements necessary to allow Sparklight to install, deliver, operate and maintain the Sparklight-owned equipment and Service(s). Sparklight-owned

equipment provided to Customer hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Customer notifying Sparklight, **in a timely manner**, when repair or maintenance is necessary. Sparklight will have no obligation to install, support, maintain, repair or replace any equipment that is not Sparklight Equipment. Sparklight shall retain ownership of all Sparklight equipment provided hereunder. Customer shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Customer, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. **Emergency 9-1-1 Services.** Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service and for 9-1-1 locating purposes. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization and may result in the inability of the 9-1-1 service to locate Customer in an emergency.

Copyrighted Materials and the Digital Millennium Copyright Act. Customer shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Internet Service. Sparklight bears no responsibility for, and Customer agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Customer has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of a Customer who repeatedly infringes the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights. Similar action will be taken on Customer's behalf if Customer believes that another Sparklight customer has violated its copyrights.

CHANNEL, SERVICE, PRICE, AND OTHER CHANGES. Subject to applicable law, Sparklight has the right to change at any time our channels, programming, services, and equipment, with or without notice and with or without adjustments or refunds to prices or charges. Such changes may include, but are not limited to, rearranging, deleting, adding to, or otherwise changing programming, features, offerings, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. We may also change our policies, prices, and charges with or without notice. Any notice may be provided through your monthly bill, annual notice, newspaper ad, our website, or email or other communication. Continuing to receive services after the change constitutes acceptance of the change. NOTE: Sparklight video services are not included in our term length discounts. As market conditions change, Sparklight reserves the right to adjust package prices.

Music Performance Rights. Commercial cable TV subscribers should be aware that they may be subject to music performance license fees imposed by BMI, ASCAP and/or SESAC. Sparklight is not responsible for a subscriber's liability for such fees and it is suggested that subscribers seek the advice of counsel.

Limitation of Liability. {"To the extent permissible under Mississippi law"} SPARKLIGHT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM ANY MATTER RELATING TO SPARKLIGHT'S EQUIPMENT, SERVICE OR INABILITY TO ACCESS SERVICE.

Termination. Either party may terminate the agreement(s) if the other party fails to perform any of its obligations, does not cure such breach within thirty (30) days after written notice, or if the other party becomes insolvent or bankrupt. In addition, upon Customer's breach or unauthorized early termination, Sparklight may apply an early termination fee that will differ depending upon the affected service.

Privacy. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Notice located in the Legal Section of Sparklight’s website at <https://business.sparklight.com>. Based on its provision of Phone services, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Phone Services Customer uses, and other information found on Customer’s bill, all of which are summarily identified as Customer Proprietary Network Information (“CPNI”). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. We will not use CPNI to market telecommunications services to you that are outside of the type of service to which you currently subscribe without your prior consent, and we do not share CPNI with affiliates or third parties for their use in marketing their services to you. If we plan to market telecommunications services outside of the type of services to which you already subscribe, we will notify you at that time and provide you with the opportunity to opt-out of the use of your CPNI for such campaign.

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SPARKLIGHT BUSINESS HIGH SPEED INTERNET SERVICE AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

Section 1: DATA SERVICES

During the term of this Agreement, Cable One d/b/a Sparklight Business ("Sparklight") shall provide the high speed Internet service ("Data Service") indicated by Subscriber and to locations on the Business Service Agreement.

Section 2: ENGINEERING REVIEW

Activation of Data Service is subject to Sparklight's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight's refund policies.

Section 3: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service. Subscriber, at no cost to Sparklight, shall secure throughout the term of service from building owners, managers, government authorities or any other parties any easements, leases, licenses, right of entry agreements or any other agreements necessary to allow Sparklight to use existing pathways into and in each Building. Sparklight-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight, in a timely manner, when repair or maintenance is necessary. {Revised according to agreed changes as of 09/07/21}. Subscriber shall provide Sparklight with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight shall retain ownership of all equipment provided hereunder, including all data transmission equipment, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight of its move. Sparklight will relocate the Sparklight-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 4, to another Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight with reasonable access to such Premises for purpose of removing any Sparklight-owned equipment. Sparklight shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

Section 4: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and equipment is subject to adherence to all relevant laws and Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening,

- abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;
 - (c) collect a listing or directory of Sparklight subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;
 - (d) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;
 - (e) alter, modify or tamper with the equipment or any feature of the Data Service, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;
 - (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, third party advertising or promotional materials, commercial solicitations (*i.e.*, spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
 - (g) interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host; or
 - (h) falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user.
 - (i) resell or share any portion of this Data Service to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 5: MANAGED WIFI

Managed Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple or more Wi-Fi access points and exert substantial control over the managed Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for small to medium businesses, the managed Wi-Fi service is intended to enable complete property coverage. A Subscriber to Managed Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property at additional cost. Sparklight will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight has taken reasonable steps to secure the wireless service, with among other features, built-in malware scanning and blocking, Sparklight cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer(s) or network.

SECTION 6: MANAGED WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

Section 7: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service at Subscriber's own risk, and Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 8: COPYRIGHTED MATERIALS

Subscriber shall hold Sparklight harmless for any improper use of copyrighted materials accessed through Sparklight's Data Service. Sparklight bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission of the copyright owner. If Sparklight receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, under the Act Sparklight will have the right to take down or disable access to the allegedly infringing material. In appropriate circumstances, Sparklight will terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight also will take such other action as appropriate under the circumstances to preserve its rights.

Section 9: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight uses resources that are shared with many other subscribers. Moreover, Sparklight provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. While Sparklight also permits Subscriber to change its SSID and password for its wireless service and also to engage in port forwarding, Subscriber acknowledges that such manipulation injects an additional possibility of outside party intrusion and Subscriber undertakes such action at its own risk and will hold Sparklight harmless from any problems, costs, expenses and damages that result. Sparklight will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 10: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight has no obligation to monitor content provided through the Data Service. However, Subscriber agrees that Sparklight has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight, (b) protect and defend the rights or property of Sparklight, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 11: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight about: (a) any loss or theft of Subscriber's password, or (b) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any

act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 12: SUBSCRIBER PRIVACY

Sparklight is committed to protecting the privacy of Subscriber's personal information. Sparklight's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 13: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight's written consent shall be void and shall, at the Sparklight's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight all Sparklight-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 14: TERMINATION BY SPARKLIGHT

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Subscriber becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (a) to cease providing services to Subscriber, and (b) immediately to enter the Premises and take possession of all Sparklight-owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. {Revised according to agreed changes as of 09/07/21}.

Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

SECTION 15: TERMINATION BY SUBSCRIBER

If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Subscriber. {Revised according to agreed changes as of 09/07/21}.

SECTION 16: DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS"

(a) {"To the extent permissible under Mississippi Law"} SPARKLIGHT'S DATA SERVICE AND EQUIPMENT ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. SPARKLIGHT DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO

OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED.

(b) *{“To the extent permissible under Mississippi Law”}* Sparklight’s liability for mistakes, errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively), excluding any Instance caused by force majeure events or Subscriber actions, omission or equipment, shall be limited solely to a credit of 1/30th of the Monthly Recurring Charge, for the affected portion of the Service, for one or more instances of at least four (4) hours in duration in any 24-hour period that is not coincident with any other instance, provided that the Instance is reported by Subscriber within 24 hours.

SECTION 17: LIMITATION OF LIABILITY

{“To the extent permissible under Mississippi law”} UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM: (A) THE USE OR THE INABILITY TO USE THE DATA SERVICE; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER’S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR (D) ANY OTHER MATTER RELATING TO SPARKLIGHT’S DATA SERVICE OR EQUIPMENT. This Section shall survive any termination of this Agreement.

SECTION 18: INDEMNIFICATION

{Revised and removed according to agreed changes as of 09/07/21}.

SECTION 19: NONDISCLOSURE

- (a) Unless prior written consent is obtained from a Party hereto, the other Party will keep in strictest confidence all information identified by the first Party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A Party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing Party, is independently developed by the other Party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.
- (b) If either Party is compelled to disclose confidential information through lawful process in judicial or administrative proceedings, such Party will give the other Party the opportunity, in advance of such disclosure, to seek suitable protective arrangements and will fully cooperate with the other Party in that regard before the confidential information is disclosed.

- (c) Each Party agrees that violation of this section 19 would result in irreparable injury and the injured Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 20: MISCELLANEOUS:

This Agreement is governed by the laws of the State of Mississippi. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Jackson County, MS {Revised location according to agreed changes as of 09/07/21}.

- (a) in all disputes arising out of or relating to this Agreement and/or use of the Data Service and/or Sparklight-owned equipment.
- (b) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.
- (c) The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.
- (d) If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.



Sparklight Business Phone Customer Service Agreement

Terms and Conditions

1. **Introduction.** This Agreement sets forth Customer's legal rights and obligations regarding charges, privacy, limitations of liability, support and other important topics associated with the provision of Sparklight Business Phone Service(s) from Cable One d/b/a Sparklight Business ("Sparklight"). Representations of terms and conditions by any other source including employees and agents of Sparklight shall not be binding on Sparklight. In the event that Customer uses a purchase order form to order Service(s), Customer acknowledges that to the extent that the terms of the purchase order are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement will prevail. The Services will be provided to the Customer locations specified in the applicable service orders. The Service(s) may not be available in all locations due to regulatory and technical restrictions and taxing and regulatory authorities may require differences in the way the Service(s) are offered in different locations. Customer has thirty (30) days from the date of receipt of this Agreement to cancel the requested Service(s) without penalty. Cancellation within the 30-day period does not waive Customer's obligation to pay for Service(s) used up to the date of cancellation.

2. **General.**

(a) Customer shall purchase the Service(s) identified in each service order associated with Customer's purchase for the period of time stated in the service order applicable to such Service(s). At the end of the term of service, these terms and conditions shall continue in full force and effect until a new agreement is entered into or the Service(s) are terminated. At the end of the initial term, Sparklight may apply its then current rates in its provision of the Service(s).

(b) Customer's use of the Service(s) shall comply with the terms of this Agreement and all applicable laws and regulations. Customer agrees not to resell or redistribute in any way the Service(s), or any portion thereof, or make any use of the Service(s) other than for Customer's internal business purposes, unless otherwise agreed in writing by Sparklight.

(c) If Customer currently is a subscriber to other Sparklight services, Customer must be current in its payments for any and all of Customer's accounts with Sparklight. Customer understands and acknowledges that the nonpayment of charges associated any of Sparklight's categories of services which include cable television, cable modem, and phone may result in disconnection of the Service(s) and permanent loss of the affected phone numbers.

(d) **Customer expressly acknowledges that the Phone Service has a limited power source and that, under certain circumstances, including if the electrical power and/or Sparklight's cable network or facilities are not operating, the Phone Service, including the ability to access emergency 9-1-1 services, will not be available. Customer expressly acknowledges that the address associated with Customer's Phone Service is the location where service will be provided and will be designated as the Registered Location for the Phone Service. For 9-1-1 purposes, Registered Location is the location provided to and used by 9-1-1 services to identify the location of callers. Movement of the voice-enabled cable modem (eMTA - Embedded Multimedia Terminal Adapter) does not change the Registered Location provided by Customer. All emergency 9-1-1 calls will continue to appear as being made from the Registered Location and emergency 9-1-1 services will be unavailable if the eMTA is moved from the authorized Registered Location. Any transfer of Phone Service to a new location is prohibited without Sparklight authorization.**

Customer expressly acknowledges that Sparklight provides 9-1-1 service on a direct access basis, without the need to dial an additional code, digit, prefix, postfix, or trunk-access code. In states where it is legally required, a business owner or operator that owns or controls a telephone system must be in compliance with that law and may be liable for failure to configure Customer premises equipment in a manner that permits a person initiating a 911 call to directly access 911 without an additional code, digit, prefix, postfix, or trunk-access code.

(e) Customer expressly acknowledges that while the technology is generally compatible with most advanced services, such as but not limited to security, fire alarm, medical alert type services, it is necessary for the Customer to conduct a test of any advanced services upon installation of our Phone Service to confirm compatibility. Periodic testing is highly advised. Customer expressly agrees to contact the provider of such services in order to test the compatibility of the advanced services with the Phone Service. Periodic testing is also advised for customer equipment such as fax machines and point of sale devices such as credit card machines. Should the testing result in a failure at any time, Customer is required to notify Sparklight immediately so that a technician may be dispatched to troubleshoot. Should Sparklight be unable to correct the failure, whether due to the condition of the Customer's equipment or its incompatibility with Sparklight's network, Sparklight shall not be liable for any costs, expenses or damages suffered by Customer and Customer's sole remedy is to terminate the service but with no early termination penalty.

(f) Customer's representative signing the service orders warrants that he/she is at least 18 years of age and is authorized to bind the Customer to this Agreement.

(g) For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer will be responsible for all resulting charges. Also, Customer shall be solely responsible for ensuring that any and all use of Customers account complies fully with the provisions of this Agreement and all applicable law.

(h) The Sparklight Service does not support busy line verification, collect calls, busy line interruption, pay services, 900 number calls or any service that requires third-party billing.

3. Charges.

(a) Customer agrees to pay Sparklight for its subscription to and use of the Service(s) and for applicable charges for installation, if any, and all local, state and federal fees, taxes, administrative fees, surcharges and/or assessments imposed on the Service(s) either by government or Sparklight. Customer is responsible for all charges incurred for all calls placed by or through Customer's equipment by any person, even if such charges are incurred without Customer's knowledge or permission. Charges for the Service(s) are set forth on a separate price list of which Customer hereby acknowledges receipt. Both the amounts and the types (e.g., periodic, time-based, usage-based) of charges for the Service(s) are subject to change. Recurring monthly Service charges will be billed monthly in advance. Charges based upon actual use of the Service(s) (including but not limited to charges for international calls, directory assistance, and/or operator-assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list. All charges are payable on the due date specified on the bill.

(b) A late fee may be charged on Service accounts that are past due, which charge and method of imposition shall comply with applicable law, if any. Payment for the Service(s) must be received by Sparklight on or before the due date stated on the monthly bill.

(c) If Customer fails to pay its monthly bill and falls more than 30 days past due, Customer may be put into collections and Sparklight will apply a soft disconnect which will only permit Customer to make 9-1-1 calls and 6-1-1 calls which are directed to Sparklight for payment. No less than seven days after soft disconnect, if Customer still hasn't made payment, Customer's Service may be shut down which is also known as a hard disconnect, at which point the Customer will permanently lose its affected phone numbers. If Sparklight sends a collector to the Customer's premises, a field collection

fee may be charged. The current field collection fee is listed in the list of charges on the price list (or can be provided on request) and is subject to change at any time.

(d) If Customer discontinues the Service(s) or Sparklight's cable modem service or cable television service, or if any such Service to Customer is discontinued for any reason including non-payment, Customer may be required, in addition to payment of all outstanding balances on all accounts with Sparklight, to pay a reconnect charge or trip charge (where applicable) before reconnection.

(e) Sparklight may verify Customer's credit standing and credit history with credit reporting agencies in accordance with applicable laws and require a deposit or credit card guarantee based on Customer's credit standing, and Customer hereby authorizes such verification. These credit procedures are subject to change without notice.

(f) Sparklight may charge a service fee for all returned checks and account debit, bank card or charge card charge backs. The current service fee is listed in the list of charges on the price list or can be provided on request and is subject to change at any time.

(g) Customer acknowledges that there is and for a time will be uncertainty about the proper governmental regulation and taxation of some of the Services and, therefore the taxes, fees and surcharges are subject to change. Customer agrees that Sparklight has the right to determine, in its sole discretion, what taxes, fees and surcharges are due from the Customer. Customer hereby waives any claims it may have regarding Sparklight's collection or remittance of such taxes, fees and surcharges.

4. **Fraud.** Customer understands that Sparklight will monitor usage amounts, including unbilled usage, to detect fraudulent activity. If usage rises significantly above Sparklight's tolerance limits for Customer's type of business, Sparklight will investigate and may require Customer to prepay or sign up for direct pay. In addition, if Sparklight reasonably suspects fraudulent activity, it may prevent Customer from making international, long distance and extended domestic calls, e.g. to Alaska, Hawaii, Puerto Rico, etc. Sparklight may also suspend or disconnect Customer's Service(s) if there is a reasonable doubt that Customer will pay its bill.

5. **Directory Listings and Directory Assistance.** Sparklight uses a third party to supply directory assistance. Directory listings are divided into Yellow Pages and White Pages. The business listings of the Yellow Pages are controlled entirely through the party which owns the local Yellow Pages. Customer must work directly with that party for its listings. Sparklight receives White Pages information listing from Customer and relays that information to our third party provider which updates the database of the incumbent local exchange carrier that operates the local White Pages. If Customer ports its numbers to Sparklight, the Customer's White Pages listing will generally, but not always, remain the same until specifically changed by Customer. If a Customer is getting a new phone number with Sparklight, Sparklight will provide a simple one-line listing in the White Pages which will only include one phone number. Should Customer desire a more detailed listing, it will have to order that directly with the party that controls the local White Pages. Sparklight will not be responsible for any damages or expenses resulting from directory listing failings.

6. **Termination.**

(a) If Customer fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight, or if Customer becomes insolvent or bankrupt, Sparklight, in addition to all other rights it may have under law or its Agreement, shall have the right (i) to cease providing services to Customer, and (ii) immediately to enter the Premises and take possession of all Sparklight-owned equipment {Revised according to agreed changes as of 09/07/21}.

(b) Sparklight may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight may terminate this Agreement.

(c) If Sparklight fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Customer, or if Sparklight becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or its Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight shall remove all Sparklight-owned equipment without cost or fee to Customer.

(d) {Revised and removed according to agreed changes as of 09/07/21}.

7. Installation, Equipment and Cabling.

(a) The installation services and related equipment that will be available from Sparklight for a standard installation are as described in Sparklight's price list. Other services that may be available from Sparklight at additional charges for a non-standard installation are also described in Sparklight's price list. All charges are subject to change at any time. If self-installation is available from Sparklight and elected by Customer, Sparklight will provide kits and instructions and any related installation services as described on the price list. Customer authorizes Sparklight to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment. {Revised according to agreed changes as of 09/07/21}.

(b) Depending upon the complexity of the installation, it may take several hours to complete, during which time Customer will be without service. For installations involving the porting of numbers, Customer's representative will need to be present and available at the registered location until completion of installation, especially when installations are scheduled for the end of the day. Any value-added resellers contracted to service Customer's equipment such as Key Systems and PBXs should also be present at the Registered Location during installation.

(c) Any cabling installed by Sparklight will remain the property of Sparklight, except as otherwise required by applicable law.

(d) Sparklight will have no obligation to install, support, maintain, repair or replace any computer or any cable modem or cabling or other equipment that is not Sparklight equipment. Because Sparklight utilizes the BroadCloud hosted applications delivery network, Customer may only use a Customer owned phone that is certified on the BroadCloud network. Sparklight posts the current list of approved phones on its website at [Customer Owned Phone List](#). Though the list is periodically updated, because BroadCloud may revise the list at any time, Customer is encouraged to contact Sparklight directly to confirm the compatibility of any specific phone.

(e) Customer shall obtain and maintain, or ensure that each of Customer's locations using the Service(s), shall obtain and maintain, throughout the term any consents required to allow Sparklight personnel to install, deliver, operate and maintain the Service(s) and Sparklight Equipment at Customer's locations. Sparklight and its authorized agents may enter Customer's premises and have access to the Sparklight Equipment and Customer's and Customer's employees' individual computer(s) and telephone(s) periodically, during the term of this Agreement and after its termination, to install, connect, inspect, maintain, repair, replace or alter the Sparklight Equipment, to install or deliver the Software, or to disconnect and remove the Sparklight Equipment.

(f) Sparklight shall have the right to upgrade, modify and enhance the Sparklight Equipment and Software from time to time through downloads from the network or otherwise.

(g) If Customer is not the owner of the premises upon which Sparklight Equipment and Software are to be installed, Customer warrants that he/she has obtained the consent of the owner of the premises for Sparklight personnel and/or its agents to enter the premises for the purposes described in this Section 5. {Revised according to agreed changes as of 09/07/21}

(h) Customer shall ensure that its and its employee's equipment and software properly conform to the technical specifications for the Service(s) provided by Sparklight from time to time. Sparklight reserves the right of inspection to insure proper compatibility and compliance with the terms of this Agreement.

(i) The Sparklight Equipment is and at all times shall remain the sole and exclusive personal property of Sparklight, and Customer shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Sparklight Equipment to the Customer's location or otherwise.

(j) Customer will not open, alter, misuse, tamper with or remove the Sparklight Equipment as and where installed by Sparklight, and will not remove any markings or labels from the Sparklight Equipment, indicating Sparklight ownership, serial or identity numbers or E911 notices. Customer will safeguard the Sparklight Equipment from loss or damage of any kind and (except for any self-installation procedures approved by Sparklight) will not permit anyone other than an authorized representative of Sparklight to perform any work on the Sparklight Equipment. The Equipment Agreement for the Sparklight Equipment is incorporated herein by reference.

(k) To the extent any Software is licensed by Sparklight (such as self-installation tools), such Software is provided for the limited purpose of facilitating Customer's use of the Service(s) as described in this Agreement. Customer will not engage in, or permit, any additional copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the Software all of which are prohibited. Customer will return or destroy all Software provided by Sparklight and any related written materials promptly upon termination of the Service(s) to Customer for any reason.

8. Customer Conduct.

(a) Customer will not resell or redistribute (whether for a fee or otherwise) the Service(s), or any portion thereof, or otherwise charge others to use the Service(s), or any portion thereof. Customer agrees not to use the Service(s) for any enterprise purpose, whether or not the enterprise is directed toward making a profit, including but not limited to, call center services, medical transcription, or facsimile broadcasting. Sparklight reserves the right to disconnect and to terminate the Service(s) in the event of a violation of the foregoing use restrictions at no liability or expense to Sparklight.

(b) The Service(s) shall not be used for any unlawful purpose or for any use as to which Customer or Customer's End Users have not obtained all required governmental approvals, authorizations, licenses, consents and permits.

9. **Review and Enforcement.** Sparklight may suspend Customer's account, or cancel Customer's account, if Sparklight determines in its discretion that Customer has violated this Agreement or any of the Terms of Use, Sparklight reserves the right to suspend or terminate the Service(s) to Customer for a single violation of this Agreement or the Terms of Use. If Customer's account is suspended, Customer will not be charged for that period of time. If Customer's account is canceled, Customer will be refunded any pre-paid fees minus any amounts due Sparklight. In the event that the Customer has entered into a promotional service agreement for the Service(s), any conflicting language in such agreement will control.

10. **Support, Service and Repairs.** Sparklight will repair damage to or, at Sparklight's option, replace Sparklight Equipment, and otherwise attempt to correct interruptions of the Service(s), due to reasonable Sparklight Equipment wear and tear or technical malfunction of the system or network operated by Sparklight, at Sparklight's expense. Equipment and

services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. Upon request by Customer, Sparklight will troubleshoot and fix reported problems for a specified service charge based on the then current rate in effect. Sparklight has no other responsibility for support, maintenance, repair, or replacement of any equipment, software or service, whether provided by a third party or Customer or if damage is caused by Customer, other users at the location, or due to reasons beyond Sparklight's control.

11. **Service Interruptions, Force Majeure.** Interruptions in Service(s) that are not due to the negligence of or noncompliance with the provisions of this Agreement by Customer or the operation or malfunction of the facilities, power, or equipment provided by the Customer will be credited to the Customer in accordance with Sparklight's credit policy. Any such credit will be refunded on the next practicable bill for the Service(s) issued by Sparklight to Customer and will be the sole Customer remedy for service interruptions. The Sparklight and Sparklight Parties shall have no liability, including as set forth in this Section 11, for interruption of the Service(s) due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

12. **Disclaimer of Warranty, Limitation of Liability.**

(a) {"To the extent permissible under Mississippi Law"} CUSTOMER AGREES THAT THE PHONE SERVICE IS PROVIDED BY SPARKLIGHT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. SPARKLIGHT MAKES NO WARRANTY THAT THE PHONE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PHONE SERVICE IS AT CUSTOMER'S SOLE RISK.

WITHOUT LIMITING THE FOREGOING: NONE OF THE SPARKLIGHT PARTIES MAKES ANY WARRANTIES AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SPARKLIGHT'S FACILITIES, OR THE PHONE SERVICE, OR OUTSIDE THE SERVICE TO THE INTERNET, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMPUTER(S) OR PHONE COMMUNICATIONS. CUSTOMER AGREES THAT NONE OF THE SPARKLIGHT PARTIES WILL BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMPUTER AND PHONE COMMUNICATIONS.

(b) {"To the extent permissible under Mississippi Law"} CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE PHONE SERVICE, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE TO CUSTOMER'S COMPUTER(S) OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NONE OF THE SPARKLIGHT PARTIES SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

(c) {"To the extent permissible under Mississippi Law"} EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED IN SECTIONS 9 AND 11 RESPECTIVELY, IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY SPARKLIGHT PARTY OR ANY PERSON OR ENTITY INVOLVED IN PROVIDING THE PHONE SERVICE OR EQUIPMENT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS REVENUE OR PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE PHONE SERVICE, INCLUDING THE USE OR INABILITY TO ACCESS EMERGENCY 9-1-1 SERVICES AND ALARM MONITORING SERVICES, ANY ACTION TAKEN BY SPARKLIGHT TO PROTECT THE PHONE SERVICE, OR THE BREACH OF ANY WARRANTY EVEN IF SPARKLIGHT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION 12 SHALL APPLY TO ALL SERVICES INCLUDED IN, OR ACCESSIBLE THROUGH, THE PHONE SERVICE. AND ARE FOR THE BENEFIT OF, AND MAY BE ENFORCED BY, ALL OF THE SPARKLIGHT PARTIES.

13. **Indemnification.** {Revised and removed according to agreed changes as of 09/07/21}.

14. **Privacy.**

(a) Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act, the Electronic Communications Privacy Act and other law enforcement statutes. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Privacy Policy located in the Legal Section of Sparklight's website at business.sparklight.com. The Policy is incorporated herein by reference. Changes to the terms of the Policy become effective upon their posting at the website.

(b) Sparklight may collect (whether automatically or otherwise) and share with other Sparklight entities information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act) relating to Customer that Sparklight may acquire as a result of the provision of the Phone Service. As Sparklight provides Products and Services to Customer, Sparklight develops information about the quantity, technical configuration, type, destination, amount of Products and Services Customer uses, and other information found on Customer's bill, all of which are summarily identified as Customer Proprietary Network Information ("CPNI"). Under federal law, Customer has a right, and Sparklight has a duty, to protect the confidentiality of CPNI. Aggregated and compiled information that contains no Customer-specific references is not CPNI, even if CPNI was used as a basis for such information. Other than where necessary in order to provide Services or bills, to Customer, Sparklight will not share such information if Customer informs Sparklight that Customer expressly declines to permit such sharing by following the opt out procedure in the Subscriber Privacy Notice.

(c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Sparklight shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. Customer hereby consents to such actions or disclosures.

15. **Arbitration.** AS THE FIRST STEP IN ADDRESSING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, CUSTOMER AGREES TO BRING SUCH CONTROVERSY OR CLAIM TO THE ATTENTION OF SPARKLIGHT FOR AN INFORMAL RESOLUTION. {Revised according to agreed changes as of 09/07/21}.

16. **Entire Agreement.** This Agreement, the accompanying Service Order, any Terms of Use, Customer Privacy Notice, Equipment or Promotional Agreements or other rules now or hereafter specified by Sparklight for the Phone Service, and any price list(s) or required filings describing the service with any government agency shall constitute the entire agreement between Sparklight and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between Sparklight and Customer with respect to such subject matter; provided that any other subscription or customer agreement or terms and conditions relating to Customers cable television or cable modem service with Sparklight shall remain in full force and effect. Acceptance of the Phone Service shall constitute acceptance of the terms and conditions herein.

17. **Interpretation' Severability.** This Agreement is, and shall be interpreted as, subject to applicable laws and regulations and to any applicable franchise agreement between a governmental authority and Sparklight. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein,

and the remainder of this Agreement shall remain in full force and effect.

18. **Assignment.** Customer may not assign or transfer, in any manner, the Service(s) or Sparklight's Equipment to any other person or entity, or to a different location without the prior written authorization of Sparklight.

19. **Governing Law.** This Agreement will be construed in accordance with, governed by, and subject to the domestic laws of the State of Mississippi {Revised according to agreed changes as of 09/07/21}.
but excluding its principles of choice of law or conflicts of law.

20. **Notice.** Unless otherwise specified, all notices required or contemplated hereunder will be provided by Sparklight by such means as Sparklight shall determine in its discretion Without limiting the foregoing, Customer agrees that Sparklight may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by written notice on bills, separate written notices, or by electronic means (email or online posting), where appropriate except as prohibited by applicable law.

21. **Waiver.** Failure by Sparklight to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. **E-911 Sticker Receipt.** Customer acknowledges receipt of Sparklight provided E-911 stickers which describe limitations of availability of E-911 service under certain conditions. If the eMTA did not come with a sticker already attached, Customer agrees to place a sticker on or near the eMTA or near the phone if there is a fiber-to-the-home Gateway positioned on the exterior wall of the home.

13513447_v2

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

ORDER NUMBER 043-2022

WHEREAS, the City of Gautier is now managing the Gautier Youth Baseball and Softball Leagues; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of managing the leagues; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Furlan's Marine (\$500), Killer Crab & Seafood, LLC (\$500), No Mirror Barber Studio (\$500), New York Pizza (\$250), King and Queens Teeth Whitening (\$250), Coast Chevrolet (\$500 and equipment) for the City of Gautier's Youth Baseball and Softball Leagues is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: March 8, 2022
Subject: Approval to accept monetary donations for The City of Gautier's Youth Baseball & Softball League

REQUEST:

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

BACKGROUND:

The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Athletics Manager is seeking sponsors for the league.

DICUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. **Team Sponsor** - \$500- Furlan's Marine
2. **Team Sponsor** - \$500- Killer Crab & Seafood LLC
3. **Team Sponsor**- \$500- No Mirror Barber Studio
4. **Team Sponsor**- \$250- New York Pizza
5. **Digital Sponsor**-\$250- King and Queens Teeth Whitening
6. **League Sponsor**-Coast Chevrolet -\$500 check plus (*check has been mailed but not received*) free equipment and potential to earn monetary funds for test drive rebates. Equipment includes: The Standard Equipment Kit includes items such as: one (1) L-Frame Protective Screen, one (1) 7' x 7' Flex-Pro Training Net, five (5) Heavy-Duty Equipment Bags, five (5) Industrial-Strength Batting Tees, five (5) Ball Buckets w/ Padded Lids, four (4) Indestruct-A-Ball Bucket Sets, ten (10) First Aid Kits, eight (8) Baseball/Softball Scorebooks, ten (10) Pitch Counters, and six (6) Field Trainers

RECOMMENDATION:

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

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENT(S):

Sponsorship Checks

FURLAN'S MARINE INC

06-2008

16419

PH. 228-497-7444

4359 OLD SPANISH TRAIL

GAUTIER, MS 39553

85-368/655

74

DATE

3/7/21

PAY
TO THE
ORDER OF

City of Gautier

\$ 500⁰⁰

Five hundred & 00/100

DOLLARS

Photo
Safe
Deposit®
Details on back



HANCOCK
WHITNEY

FOR

baseball sponsor

Lisa Furlan

MP

KILLER CRAB & SEAFOOD LLC Ph# (228) 217-7580

3021 SMITH DRIVE

GAUTIER, MS 39553

4557

85-7784/2653

DATE

3-8-22

PAY TO THE
ORDER OF

City of Gautier

\$ 500⁰⁰

Five hundred dollars & 00/100

DOLLARS

Security features
included.
Details on back.

SRFCU

Singing River Federal Credit Union
6008 Highway 63, Moss Point, MS 39563

MEMO

Ball Sponsorship

[Signature]

MP

NEW YORK PIZZA LLC

1449 HWY 90

GAUTIER, MS 39553-0000

3071

85-368/655

74

DATE

3-8-22

PAY
TO THE
ORDER OF

City of Gautier

\$ 250.00

two Hundred Fifty dollars & 00/100

DOLLARS

Photo
Safe
Deposit®
Details on back



HANCOCK
WHITNEY

FOR

[Signature]

MP

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

19-370176690

\$ 250.00

PAY EXACTLY
PAY TO THE
ORDER OF

PAYMENT FOR/ACCT. #

Gawtier, MS 39553 Kings * Queens Teethwhiting

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WesternUnion WU

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Denver, Colorado

Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

MONEY ORDER

19-370176691

\$ 500.00

PAY EXACTLY
PAY TO THE
ORDER OF

PAYMENT FOR/ACCT. #

Gawtier, MS 39553 NO Mirror Barber Shop

PURCHASER'S SIGNATURE

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

Councilman Elbin made the motion to approve retiring Chief of Police, Danny Selover, to purchase his duty weapon for \$1.00, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 044-2022

WHEREAS, Chief of Police Danny Selover has made the decision to retire after serving the citizens of Gautier, Mississippi since 1993; and

WHEREAS, Chief Selover wishes to purchase his duty weapon in accordance with Miss. Code Ann. 45-9-131 for the amount of \$1.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Chief of Police Daniel Selover, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Model 17, 9MM caliber pistol, Serial #BTMV955, for the amount of \$1.00.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BTMV955 from the City's master inventory register.

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

Motion was made **Councilman Elbin**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police Chief
Through: Teresa Montgomery, City Clerk
Date: February 17, 2022
Subject: Authorization is requested for retiring Chief of Police Daniel Selover to purchase his duty weapon for \$1.00.

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Chief Daniel Selover to purchase his duty weapon, a Glock, Model 17, 9MM caliber pistol, serial number BTMV955.

BACKGROUND:

In past years, the Mayor and City Council have approved the purchase of duty weapons by retiring officers for the amount of \$1.00

Discussion:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request of retired Police Chief Daniel Selover to purchase his duty weapon for the sum of \$1.00 and remove this weapon from the City of Gautier's master inventory.

ATTACHMENT(S):

Mississippi state statute 45-9-131

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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2

Miss. Code Ann. § 45-9-131

MISSISSIPPI CODE of 1972 ANNOTATED
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All rights reserved.

*** Current through HB 32, 342, 524, 669, 686, 883, 1125, and 1321, and SB 2448, 2647 and 2835, 2017 Regular Session, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication. The final official version of the statutes affected by 2017 legislation will appear on Lexis.com and Lexis Advance in September 2017. ***

TITLE 45. PUBLIC SAFETY AND GOOD ORDER
CHAPTER 9. WEAPONS
PURCHASE OF SIDEARMS BY RETIRING LAW ENFORCEMENT PERSONNEL

Miss. Code Ann. § 45-9-131 (2017)

§ 45-9-131. Purchase of sidearm by retiring law enforcement officer or spouse of law enforcement officer killed in line of duty

Upon approval of the governing authority of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or the spouse of a law enforcement officer who is killed in the line of duty may be allowed to purchase as his or her personal property one (1) sidearm which was issued to the law enforcement officer by the law enforcement agency from which he or she retired or by whom he or she was employed at the time of death. The governing authority of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency or the spouse of the law enforcement officer.

HISTORY: SOURCES: Laws, 1995, ch. 462, § 1; Laws, 2013, ch. 381, § 1, eff from and after passage (approved Mar. 20, 2013.)

View

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Miss. Code Ann. § 45-9-131 (Copy w/ Cite)

Pages: 2



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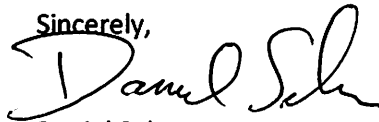
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RELEX Group™

TO: Gautier City Council
3330 Highway 90
Gautier, MS 39553

FROM: Chief Danny Selover
6009 Laramie Lane
Moss Point, MS 39562

In accordance with Mississippi Statutes, I am requesting to purchase my assigned duty weapon for \$1.00 (9mm caliber Glock semi-automatic handgun, serial number # BTMV955) in conjunction with my upcoming retirement from Mississippi Law Enforcement which is scheduled for May 27, 2022. Thank you for your consideration.

Sincerely,

Daniel Selover

Councilman Colledge made the motion to execute the engagement letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 045-2022

WHEREAS, the City of Gautier originally executed an agreement with HUB International (Fox Everett) to provide insurance coverage for employees in 2004; and

WHEREAS, through HUB international, the City of Gautier has entered into a partnership with certain medical facilities in order to receive healthcare at Medicare prices; and

WHEREAS, if an employee is billed over Medicare costs and unable to settle the balance-bill, the City pays for the Sentry program (\$3.00 PEPM) through HSTechnology Solutions, Inc; and

WHEREAS, Lewis Brisbois Bisgaard and Smith, LLP is the law firm that handles such negotiations on behalf of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard and Smith, LLP is hereby authorized and approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: City Council
From: Paula Yancey, City Manager
Date: March 4, 2022
Subject: Authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc, and Lewis Brisbois Bisgaard & Smith, LLP.

REQUEST:

The City Manager is requesting the authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations.

BACKGROUND:

The City of Gautier has entered into a partnership with certain medical facilities through HUB International (Fox Everett) in order to receive healthcare at Medicare prices. When an employee is billed over Medicare costs, the City pays for the Sentry program through HSTechnology Solutions, Inc, when they are not able to settle on a balance-bill. Lewis Brisbois Bisgaard & Smith, LLP is the law firm that takes over the negotiation.

DISCUSSION:

The City is currently paying \$3(PEPM) for the Sentry program, however, it is necessary for the City to execute an agreement with Lewis Brisbois Bisgaard & Smith, LLP due to the fact when/if they negotiate with a facility, they are representing the City (plan sponsor).

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RECOMMENDATION:

1. The City Manager recommends City Council authorization to execute the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations; or
2. Not authorize the execution of the Engagement Letter between the City of Gautier, HSTechnology Solutions, Inc., and Lewis Brisbois Bisgaard & Smith, LLP to provide legal services for claim negotiations; or

ATTACHMENT(S):

1. Engagement Letter

VIA ELECTRONIC MAIL ONLY

Ryan Day
President
HSTechnology Solutions, Inc.
23382 Mill Creek Drive, Ste. 200
Laguna Hills, CA 92653

Paula Yancey
City Manager
City Of Gautier
3330 Highway 90
Gautier, MS 39553
Email: pyancey@gautier-ms.gov

Re: Engagement Letter

Dear Mr. Day and Ms. Yancey:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm"), on the one hand, and HSTechnology Solutions, Inc., a MultiPlan Company ("HST") and City of Gautier ("You"), on the other; 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, HST and You are entering into a contract that is binding on the Firm, HST and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS, HSTechnology Solutions, Inc. and City of Gautier. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS, HST and You until HST and You have executed the Agreement, nor will LBBS be obligated to provide legal services, until HST and You have returned a signed copy of this Agreement.

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform those legal services set forth in the Scope of Representation attached as Schedule A. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

So long as City of Gautier participates in HST's PEPM program, We will charge HST for the services provided pursuant to the Agreement based on the amount of time we devote to the matter at the hourly rate of \$400. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to reasonable annual rate increases, subject to HST's consent, which shall not be unreasonably withheld.

6. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform HST of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon HST's promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge HST to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, HST will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event HST fails to pay any invoice within thirty (30) days of the statement date, HST agrees to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall

not be deemed to have waived any claim in the future for interest on other invoices. If HST timely objects in writing to a portion of a statement, it agrees to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming HST has waived its right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 8, below.

7. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

8. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. If City of Gautier terminates its relationship with HST, or terminates membership in the PEPM program, this Agreement shall immediately terminate, although should We and City of Gautier desire, City of Gautier and We may enter into a separate agreement.

In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

9. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 10 years, or any alternate period as determined by California. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

10. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the state of Mississippi, subject to its laws, regardless of whether services are actually rendered outside of the State. Any dispute arising from this Agreement shall be governed by the laws of the state of Mississippi. The venue for the judicial resolution of such dispute shall be proper only within the state of Mississippi.

11. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matters in which it may represent You.

12. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

13. LEGAL MALPRACTICE INSURANCE

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

14. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

15. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Dated: _____

Accepted and agreed to:

By:

Name Ryan Day

Title: President, HSTechnology Solutions, Inc.

Address: 23382 Mill Creek Drive, Ste. 200, Laguna Hills, CA 92653

Phone: (800) 292-0536

Fax:

E-mail rday@hstechnology.com

Accepted and agreed to:

By:

Name Paula Yancey

Title: City Manager

Address: City Of Gautier
3330 Highway 90
Gautier, MS 39553

Phone: (228) 497-8000

E-mail pyancey@gautier-ms.gov

Very truly yours,

Elise D. Klein

Elise D. Klein of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EDK/dd

SCHEDULE "A":

SCOPE OF REPRESENTATION

General representation with respect to health care claims and ERISA plans, including Plan Document review and value based pricing integration, compliance checking advice, fee negotiations, corporate, privacy and other matters.

During Mayor Comments, a discussion was held regarding Change Order No. 5 for the Bacot Park Improvement Project.

Councilman Jackson made the motion to approve Change Order No. 5, in the amount not to exceed \$165,298.00, for the Bacot Park Improvement Project, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 046-2022

WHEREAS, Staff is requesting approval of Change Order No. 5 for the Bacot Park Improvement Project; and

WHEREAS, the City of Gautier wants to attract more community and recreational activities at Bacot Park; and

WHEREAS, the City has initiated the Bacot Park Improvements Project to upgrade facilities, organize sports fields/courts, and add a children's play area, walking track, a covered, open-air basketball court, pavilion, parking, lighting and security and fencing; and

WHEREAS, following the bidding process, a contract was awarded to Starks Contracting Company, Inc. for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11 C (wood bollards) and additive alternate 12 A (basketball scoreboard); and

WHEREAS, Change Order No. 5 would add an open air, uncovered basketball court (without benches), which increases the contract amount by \$165,298.00; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Heflin Engineering has reviewed the change order and recommends approval of Change Order 5, and

WHEREAS, the funding from this change order will be taken from cash balance; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 5; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.5 for the Bacot Park Improvement Project is hereby approved.

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

Motion was made by **Councilman Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

Councilman Colledge made the motion to enter closed session to determine if executive session is appropriate. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss potential litigation involving EEOC claim and a property damage claim. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to approve Dustin Thomas as Special Counsel to Civil Service Commission for the purpose of advising on the Ethridge appeal. Councilman Anderson seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to approve a settlement of damage claim between the City of Gautier and Trace Williams in the amount not to exceed \$920.17. Councilman Colledge seconded the motion. The vote was carried unanimously.

City Attorney announced all action taken during executive.

Councilman Colledge made the motion to enter open session. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to adjourn until April 5, 2022 at 6:30pm. Councilman Colledge seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

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

ORDER NUMBER 046-2022

WHEREAS, Officer Trace Williams, a K-9 handler for the City of Gautier, had certain property damaged by the City's K-9 unit, Caesar; and

WHEREAS, the replacement cost for the damaged recliner is \$920.17; and

WHEREAS, Officer Williams has made a claim against the City for the replacement value of this item;

WHEREAS, the Mayor and Council Members hereby find that settlement of this doubtful and disputed claim is in the best interests of the City of Gautier;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that a settlement of damage claim between the City of Gautier and Officer Trace Williams is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 15, 2022.

**Danny Selover
Chief of Police
Gautier Police Department**

March 7th, 2022

City Manager,

I am writing in reference to making a claim to the City of Gautier for personal property damage that occurred at the hands of a current city employee.

On December 31, 2021, K9 Caesar had broken out of the kennel that the department had provided for me to keep him in. I then placed him in a separate kennel that I had bought. I left the house for a short period of time and when I returned, K9 Caesar had also broken out of this kennel, and his ripped a recliner that I possessed to pieces.

The total cost of the damages is \$920.17. I am hoping to be reimbursed for this expense.

Respectfully,

Lieutenant Trace Williams

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Authorization to remove broken office equipment and furniture from the City of Gautier's inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken office equipment and furniture from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT AND FURNITURE FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment and furniture be removed from inventory and declared surplus:

- Brother Printer – Asset #3
 - Printer – Asset #11
 - HP Printer – Asset #90
 - Ricoh Printer – Asset #121
- Chairs – Asset #s 40,73,87,89,190
 - Cabinet – Asset #142

WHEREAS, the Mayor and Members of the Council have determined that given the condition of the equipment, this item has no value, and therefore removal from inventory and declaring as surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment and furniture described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 5th of April, 2022.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 03/17/2022
Subject: Resolution removing broken office equipment and furniture.

REQUEST:

City Council authorization is requested by the City Clerk's department to remove the following office equipment and furniture from the City of Gautier's inventory and declare them surplus. The office equipment is a Brother printer asset # 3, printer asset #11, HP printer asset #90, Ricoh printer asset #121, five chairs asset numbers 40, 73, 87, 89 and 109 and a cabinet asset #142. These items were purchased years ago and were never removed properly when they broke or could not be used any longer.

BACKGROUND:

The City Clerk's Department has determined that the items are no longer in working order and broken and have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

The items are broken and can not be fixed and have been replaced.

RECOMMENDATION:

The City staff recommends that City Council authorize the removal of these items listed from inventory so the inventory spreadsheet can be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:

April 5, 2022

Title:

**Annual Renewal of the Contract with Singing River
 Services for the Life Care Plus Program**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2022 thru April 15, 2023.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

WHEREAS, the Mayor and Council Members hereby find that entering this contract is in the best interests of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2022 thru April 15, 2023 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 03/18/2022
Subject: Annual Renewal of Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2022 thru April 15, 2023.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as a part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost is \$3,000 and is a budgeted expense for FY2022. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2022-2023 City of Gautier EAP Contract

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER'S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services ("EAP Services") from April 15, 2022 to April 15, 2023 (the "Contract Period") for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an "emergency help line" telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber's insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contact.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2022.

SINGING RIVER SERVICES
Tax ID Number 64-0650708

BY: _____
Beth Fenech
Interim Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Authorization to apply for a Lease for Public Trust
Tidelands, as required for the Shepard State Park
Kayak and Boat Launch project, and to allow
Cypress Environmental Services to serve as
authorized agent for the application process.

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and to allow Cypress Environmental Services to serve as authorized agent for the application process.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken

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

ORDER NUMBER 000-2022

WHEREAS, the Grants and Projects Department requests authorization to apply for a lease for public trust tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and to allow Cypress Environmental Services to serve as authorized agent for the application process; and

WHEREAS, this project includes the construction of two accessible floating kayak launches (one at Lamotte Bayou and one at St. Pierre Bayou), along with refurbishment of the boat launch and extension of the pier; and

WHEREAS, it is the policy of the State of Mississippi to favor the preservation of the natural state of the public trust tidelands and their ecosystems to prevent the despoliation and destruction of them, except where a specific altercation would serve a higher public interest in compliance with the public purposes of the trust; and

WHEREAS, land owners and interested parties can apply for a lease for public trust tidelands and submerged lands. If approved, there is no fee for municipalities and it structures as a zero-cost lease; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to apply for a lease for public trust tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and to allow Cypress Environmental Services to serve as authorized agent for the application process.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/18/2022
Subject: Shepard State Park Kayak and Boat Launch – Lease for Public Trust Tidelands Application

REQUEST:

The Grants and Projects Department requests City Council approval to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and to allow Cypress Environmental Services to serve as authorized agent for the application process.

BACKGROUND:

This project includes the construction of two accessible floating kayak launches – one at Lamotte Bayou and one at St. Pierre Bayou, along with the refurbishment of the boat launch and extension of the pier. The public benefit provides additional recreational access to coastal waterways, public access to protected natural areas, and the facilitation of conservation tourism.

DISCUSSION:

Public Trust Tidelands and submerged lands are lands lying under waters naturally subject to tidal influence. Trust Tidelands are owned by the State in trust for all the people of Mississippi. The Secretary of State is the trustee of this great public trust. It is the policy of the State of Mississippi to favor the preservation of the natural state of the public trust tidelands and their ecosystems and to prevent the despoliation and destruction of them, except where a specific alteration would serve a higher public interest in compliance with the public purposes of the trust. Land owners and interested parties can apply for a lease for public trust tidelands and submerged lands. If approved, there is no fee for municipalities. It is structured as a zero-cost lease.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize City staff to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and allow Cypress Environmental Services to serve as authorized agent for the application process.

The City Council may:

1. Authorize City staff to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and allow Cypress Environmental Services to serve as authorized agent for the application process as presented; or
2. Not authorize City staff to apply for a Lease for Public Trust Tidelands, as required for the Shepard State Park Kayak and Boat Launch project, and allow Cypress Environmental Services to serve as authorized agent for the application process.

ATTACHMENTS:

1. Shepard SP_Tidelands Lease App Package



FOR OFFICE USE ONLY:

No. _____

Date: _____

APPLICATION FOR STANDARD LEASE OF PUBLIC TRUST TIDELANDS

1. APPLICATION BY: (Please check ONE)

☐ Individual ☐ Partnership ☐ Corporation ☒ Public Agency

Applicant's Name: City of Gautier

Address: Gautier City Hall

3330 Highway 90, Gautier, MS 39553

Telephone: (228) 497-8000 ext 315

Business

() _____

Other

Preferred Communication:
(Check One)

☒ Email

☐ Mail (USPS)

Email: astennett@gautier-ms.gov

2. APPLICANT'S ATTORNEY AND/OR AUTHORIZED AGENT (IF APPLICABLE)

Name: Autry Akins; Cypress Environment & Infrastructure

Address: 906 DeSoto Street, Ocean Springs, MS 39564

Telephone: (601) 297-3564

Email: aakins@cypressei.com

3. GEOGRAPHIC LOCATION OF SUBMERGED LAND: (Attach vicinity map - preferably a reproduction of appropriate portion of current United States Geological Survey Quadrangle Map)

1 Section 8S Township 7W Range Jackson County

Nearest City/Community: Gautier

Name of Waterbody (if any): St. Pierre & LaMotte Bayous

Estimated area of project (square feet): 661.52

4. PLANNED USE OF TIDELANDS: (Check All that Apply)

☐
☐
☐
☒

Commercial

Industrial

Residential

Recreational

☐
☒
☐

Private

Public

Other (Please Explain): _____

5. **CONSTRUCTION OF PROPOSED IMPROVEMENTS:**

☒	New	☒	Renovation/Expansion				
☐	Boat Slip	Length	_____	Width	_____	Depth	_____
☐	Marina	Length	_____	Width	_____	Depth	_____
☐	Wharf-Pier	Length	_____	Width	_____	Depth	_____
☐	Docking	Length	_____	Width	_____	Depth	_____
☒	Other: (Please Explain): <u>See attached Supplemental Information</u>						

6. **PROJECT SCHEDULE:**

Proposed start date: 7/1/2022

Proposed completion date: 1/1/2023

Estimated cost of project: \$34,500

7. **RIPARIAN OWNERSHIP: (Attach true copy of evidence of title for upland riparian property or, if applicable, notarized assignment and assignor's evidence of title)**

Upland Riparian Owner (if different from applicant):

Name: State of Mississippi

Address: PO Box 23093

Jackson, MS 39225

Telephone: (____) _____ (____) _____

Business Other

8. **LOCATION OF RIPARIAN PROPERTY:**

Subdivision, Block and Lot No.: _____

Assessor's Parcel No. 81903160.110; 81903160.130 Size (square feet) 5,357,880; 2,352,240

Zoning Classification: PL

Will tidelands project necessitate change in present upland zoning classification? Yes ☐ No ☒

If yes, please list any rezoning change(s), indicating status of approval _____

Value of upland riparian parcel as listed on County Tax Assessor's Roll \$ 1,243,030.00/761,990.00

Please describe improvements on upland riparian parcel: _____

Both upland riparian parcels are a part of Shepard State Park. Improvements are limited to dirt roads, hiking trails, a playground, and pavilion.

9. **DESCRIBE ALL ACTIVITIES TO BE CONDUCTED ON THE LEASED PROPERTY:** _____

Activities include construct a public kayak launch on LaMotte Bayou and the reconstruction of an existing dock and construction of a public kayak launch on St. Pierre Bayou within Shepard State Park

If the property to be leased is to be used for any purpose other than single family residential property, attach two (2) prints of a survey prepared, signed and sealed by a person properly registered as a land surveyor by the Mississippi State Board of Registration for Professional Engineers and Land Surveyors with the following requirements:

- (1) Utilizing an appropriate scale on 8½" x 11" size paper, unless a larger size is necessary to provide sufficient clarity and detail;
- (2) Showing the line of mean high tide, if any;
- (3) Showing the location of shoreline and submerged vegetation, if any;
- (4) Showing the location of any proposed structures and all existing structures, if any;
- (5) Showing the applicant's or assignor's upland parcel property lines, if property to be leased abuts on property which is outside the public trust;
- (6) Showing the primary navigation channels or direction to the center of the affected waterbody; and
- (7) Including a legal description of area to be leased with State Plane coordinates of reference point.

If the property to be leased is to be used as a single family residential property, attach two (2) copies of dimensioned site plan drawing(s) with the following requirements:

- (1) Utilizing an appropriate scale on 8½" x 11" size paper;
- (2) Showing the approximate water's edge;
- (3) Showing the location of shoreline vegetation, if any;
- (4) Showing the location of the existing structures and proposed structures, if any;
- (5) Showing the applicant's upland parcel property lines, if property to be leased abuts on property which is outside the public trust;
- (6) Showing the primary navigation channels or direction to the center of the affected waterbody; and
- (7) Including a legal description of area to be leased.

10. LIST ALL APPROVALS OR CERTIFICATIONS RECEIVED OR APPLIED FOR FROM FEDERAL, STATE OR LOCAL AGENCIES FOR ANY STRUCTURES, CONSTRUCTION, OR OTHER ACTIVITIES DESCRIBED IN THIS APPLICATION.

<u>AGENCY</u>	<u>Approval Type</u>	<u>Application No.</u>	<u>Approval Date</u>
U.S. Army Corps of Engineers	_____	Pending	_____
Dept. of Marine Resources	_____	Pending	_____
MDEQ, Office of Pollution Control	_____	Pending	_____
City/County	_____	_____	_____
Other	_____	_____	_____

Explanation, if applicable: _____

NOTE: ANY OF THE APPROVALS OBTAINED MUST BE SUBMITTED AS AN ATTACHMENT TO THIS APPLICATION ALONG WITH DETAILED PLAN OR PLOT OF LEASED AREAS, VICINITY MAPS, OWNERSHIP MAPS, STRUCTURAL PLANS OR CONSTRUCTION BLUEPRINTS.

11. ATTACH SATISFACTORY EVIDENCE OF OCCUPANCY AND PAYMENT OF TAXES BY THE APPLICANT AND/OR HIS PREDECESSOR IN INTEREST PRIOR TO JULY 1, 1973, IF APPLICABLE, OR A STATEMENT ACKNOWLEDGING OCCUPANCY OF THE PROPERTY COMMENCED ON OR AFTER JULY 1, 1973.

12. TERM OF LEASE:

Request the lease be granted for 40 years with the option to renew for 25 years upon expiration of the primary term.

NOTE: MAXIMUM TERM IS FORTY (40) YEARS AND MAXIMUM RENEWAL TERM IS TWENTY-FIVE (25) YEARS.

13. PUBLIC ACCESS: (Please circle ONE) ALLOWED NOT ALLOWED

If public access is allowed, please describe extent of available public access and all barriers or hindrances thereto.

The proposed project will provide additional public recreational access to coastal waterways.

The public benefit of the proposed work includes the improvement of public recreational access to protected natural areas and facilitation of conservation tourism.

The only barriers to public access are those set by Shepard State Park operating regulations (e.g. entrance fee, hours of operation).

If public access is not allowed, please state reasons for restriction.

If the facility includes a marina, will at least 50% of berths be available for use by members of the general public at the same rates charged other customers and/or members? (Please circle ONE)

YES ☐ NO ☒

14. SIGNATURE AND CERTIFICATION:

All statements contained above and attached exhibits are true and correct to the best of my knowledge and belief. I agree to provide any additional data or information which may be required or requested by the Secretary of State's Office.

I enclose a non-refundable application processing fee in the amount of:

☐

\$50.00 for single family residential use

☒

\$150.00 for all other uses

Signature of Applicant or Agent

Date

Title

Tidelands Lease Application

Supplemental Information – Shepard State Park Dock & Kayak Launches

Site 1 – Kayak Launch at LaMotte Bayou

- 6'x6' gravel pad (in uplands)
- Twenty-three (23) 8-inch diameter pilings – 10.2 sq ft; 0.0002 acre
- Two (2) 10-inch diameter pilings – 1.4 sq ft; <0.00001 acre
- 30.6'x6' Fixed Ramp – 183.6 sq ft; 0.004 acre
- 14'x14' decking and structural bracing (Platform 1) – 196 sq ft; 0.004 acre
- 15'x14' decking and structural bracing (Platform 2) – 210 sq ft; 0.004 acre
- 5'x4' floating kayak launch station at Platform 1 – 20 sq ft; 0.0004 acre
- 5'x4' floating kayak launch station at Platform 2 – 20 sq ft; 0.0004 acre

Site 2 – Dock Reconstruction & Kayak Launch at St. Pierre Bayou

Dock Reconstruction

- Existing bulkhead and pilings to remain
- Demolition of the existing decking, stringers, and supports
- 48.5'x4' decking and structural bracing (landward of existing bulkhead)
- 7.5'x4' decking and structural bracing (landward of existing bulkhead)

Kayak Launch

- Existing bulkhead and 8"x8" supporting piles to remain
- 10'x10' gravel pad (in uplands)
- Backfill to existing bulkhead grade
- Two (2) 2-inch stainless steel pipes attached to existing bulkhead/pilings
- 5'x4' floating kayak launch station – 20 sq ft; 0.0004 acre

Total Project Footprint

Site 1 – Kayak Launch at LaMotte Bayou

Total impact to coastal wetlands/waterbottoms & WOUS (pilings): 11.6 sq ft; 0.00021 acre

Total decking coverage of coastal waterbottoms and/or SAV: 629.6 sq ft; 0.01 acre

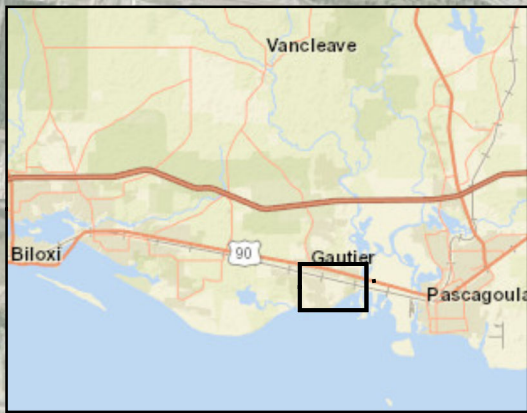
ThruFlow Surge decking material will be used to ensure adequate light penetration beneath the proposed piers.

Site 2 - Dock Reconstruction & Kayak Launch at St. Pierre Bayou

Total impact to coastal wetlands/waterbottoms & WOUS (SS pipes): 0.32 sq ft; <0.00001 acre

Total decking coverage of coastal waterbottoms and/or SAV: 20 sq ft; 0.0004 acre

ThruFlow Surge decking material will be used to ensure adequate light penetration beneath the proposed piers.



Legend



Project Locations

0 875 1,750 3,500
Feet

Coordinate System:
NAD 1983 State Plane
Mississippi East FIPS 2301 Feet

SHEPARD STATE PARK
KAYAK LAUNCH & DOCK RECONSTRUCTION
Jackson County, Mississippi²⁰⁵

FIGURE I: SITE VICINITY

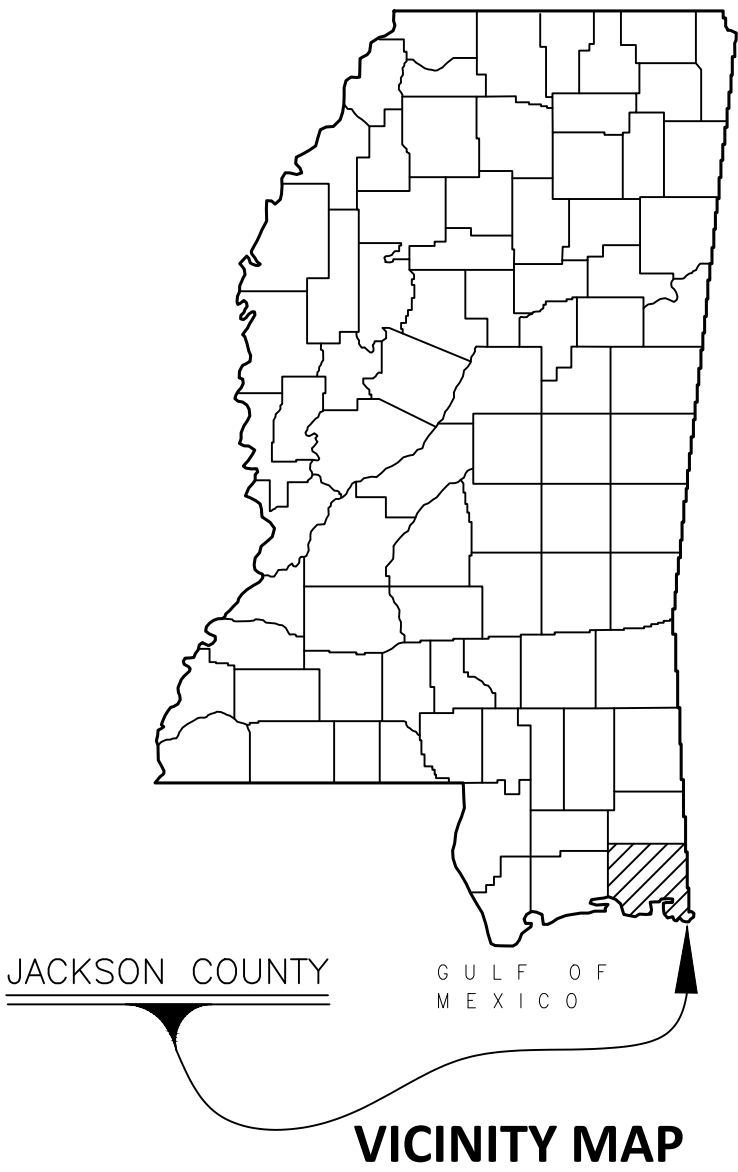
CYPRESS
Environment & Infrastructure

INDEX TO SHEETS

SECTION NO.	DESCRIPTION
G1.0	COVER PAGE AND INDEX
C1.1	EXISTING CONDITIONS
C1.2	RESTORED DOCK LAYOUT
C2.1	PLAN VIEW OF DOCK AND PROFILE
C2.2	LATERAL PROFILE CUT
SD1.1	DOCK DETAILS
SD1.2	YAKPORT KAYAK LAUNCH DETAILS

TOTAL SHEETS- 7

CITY OF GAUTIER, MISSISSIPPI
SHEPARD STATE PARK
BOAT DOCK RECONSTRUCTION



HEFLIN
ENGINEERING

CYPRESS
Environment & Infrastructure

Shepard State Park
Boat Dock Reconstruction
Gautier, Mississippi

PROJECT LOCATION



LOCATOR MAP
JANUARY 2022

MAYOR
Casey Vaughan

CITY COUNCIL
Adam Colledge, Councilman at Large
Cameron B. George, Ward 1
Richard "DJ" Jackson, Ward 2
Gordon T. Gollott, Ward 3
Charles "Rusty" Anderson, Ward 4
Dante Elbin, Ward 5

CITY MANAGER
Paula Yancey

Drawing Revisions	
Remarks	Date

Drawn By: LLL	Scale: As Shown
Designed By:	Date: January 2022
Checked By: JSZ	Project: 21419
Drawing Title:	

Cover Page and
Index

Sheet Number:
G1.0



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Environment & Infrastructure

Shepard State Park
Boat Dock Reconstruction
Gautier, Mississippi

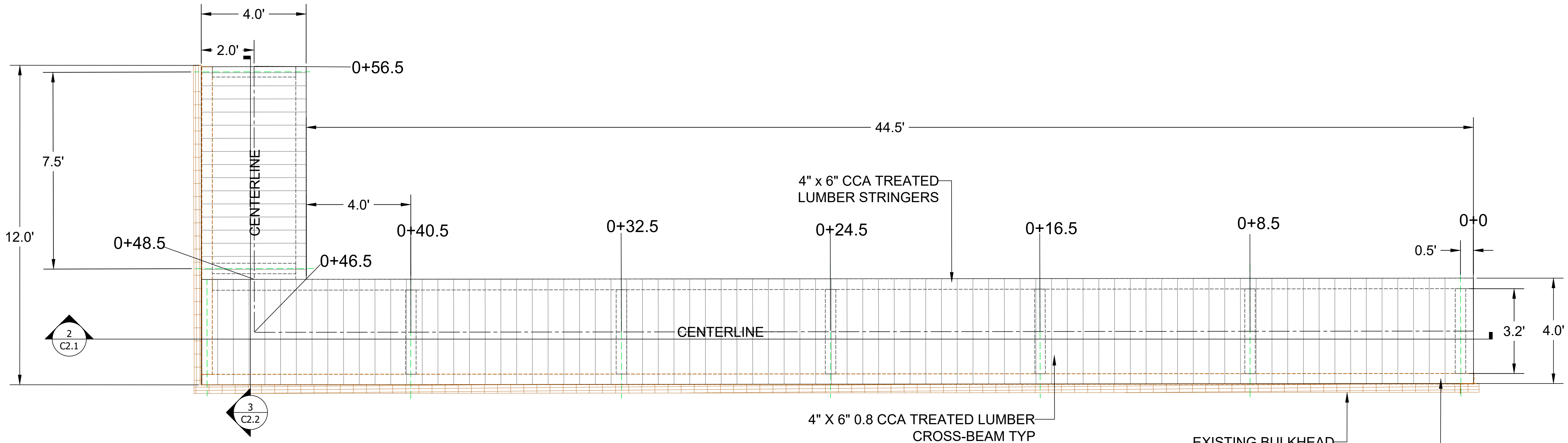
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Remarks	Date

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Scale: As Shown
Date: January 2022
Project: 21419

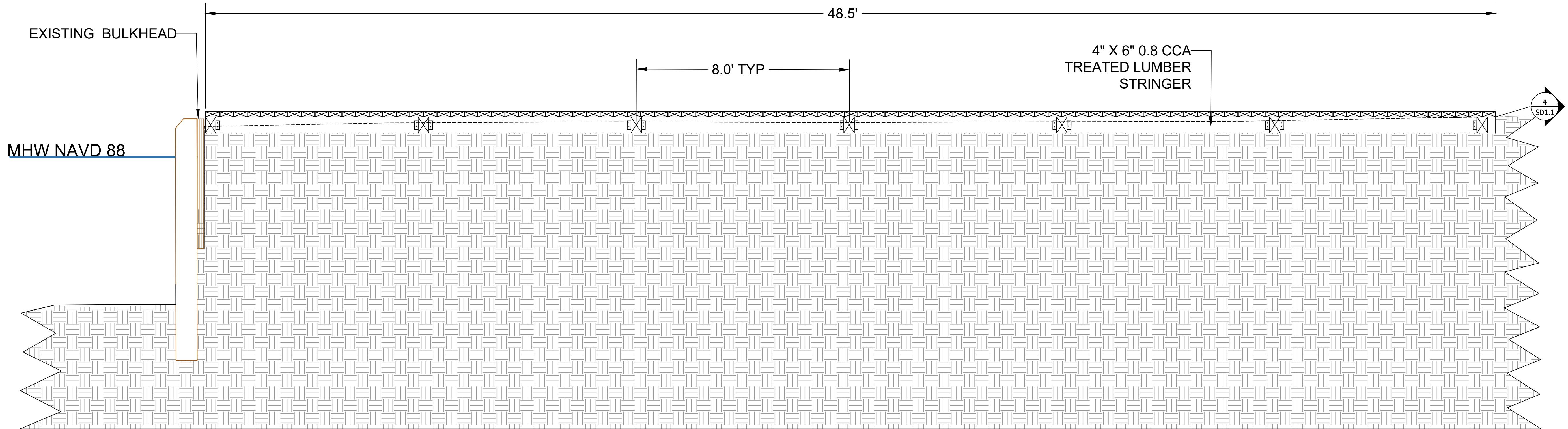
Existing
Conditions & Sea
Grass Beds

Sheet Number:
C1.1



1 DOCK PLAN VIEW
1:25

- NOTES:
1. Lumber cross-beams attached to lumber stringers with stainless steel joist hanger or stainless steel Simpson strong tie.
 2. Existing pilings are variable in spacing and will remain in the ground and be used for the reconstruction.



2 DOCK SECTION CUT
1:25

- NOTES:
1. All fasteners shall be hot dipped galvanized.
 2. All lumber shall be 0.8 CCA treated lumber.
 3. All lumber decking shall be installed with hot dipped galvanized screws. Deck screws shall be a minimum of #10 x 4-inch with an unthreaded upper shaft to prevent board jacking and to allow for tighter fastening.

HEFLIN
ENGINEERING

CYPRESS
Environment & Infrastructure

Shepard State Park
Boat Dock Reconstruction
Gautier, Mississippi

Drawing Revisions	
Remarks	Date

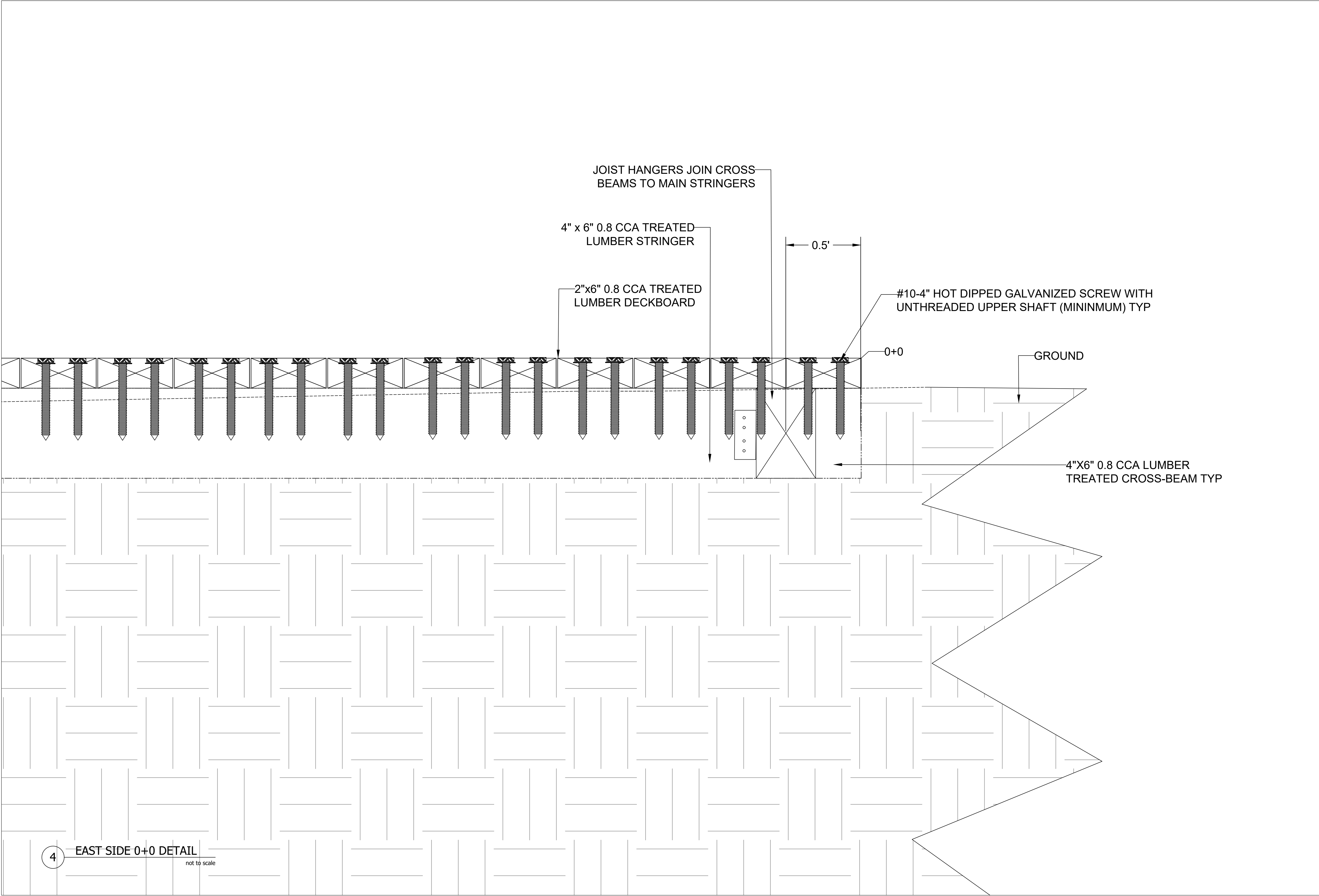
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Designed By: Date: January 2022
Checked By: JSZ Project: 21419
Drawing Title:

C2.1 Planview of
Dock and Profile

Sheet Number:

C2.1





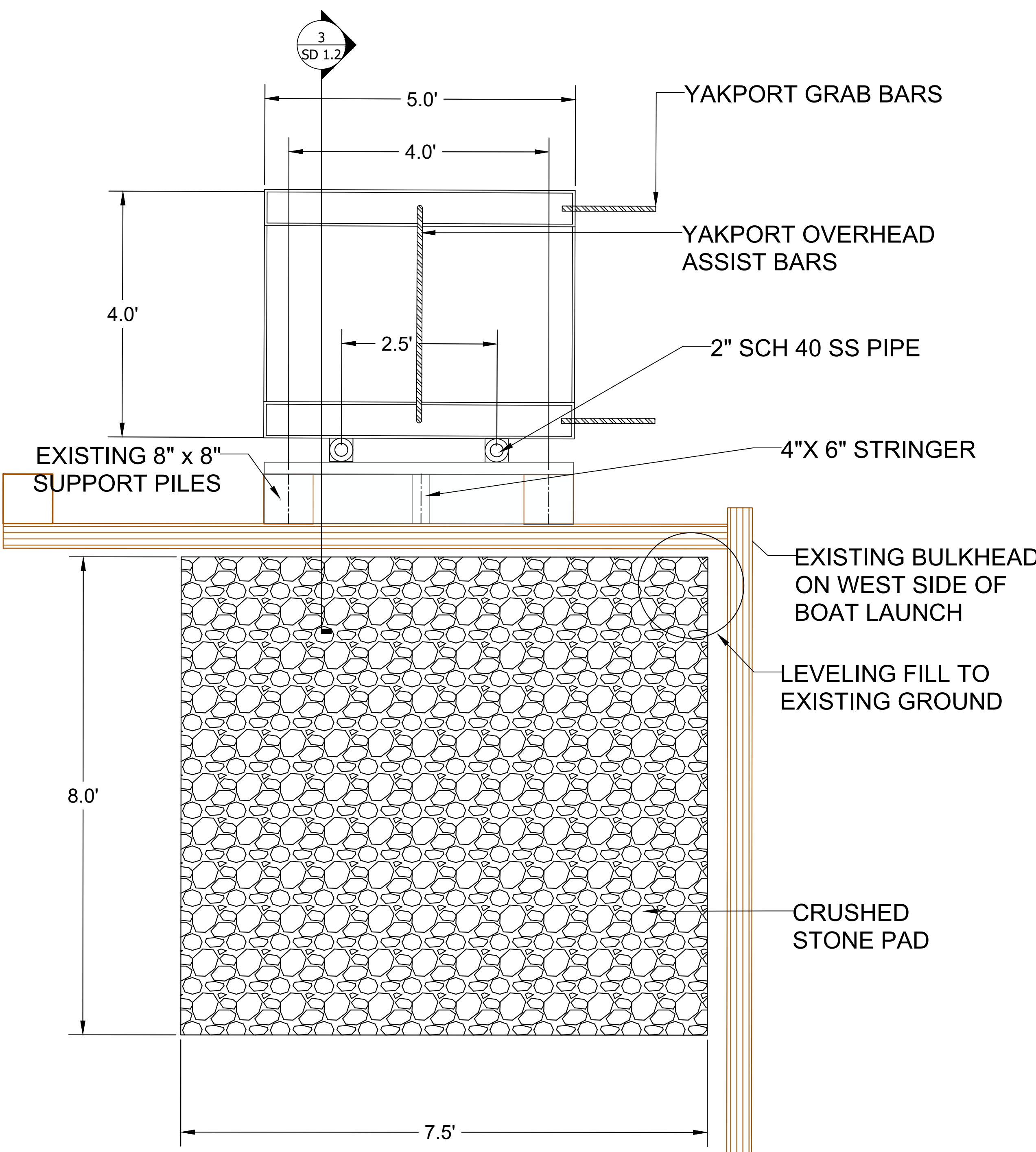
Shepard State Park
Boat Dock Reconstruction
Gautier, Mississippi

Drawing Revisions	
Remarks	Date

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Designed By:	Date: January 2022
Checked By: JSZ	Project: 21419
Drawing Title:	

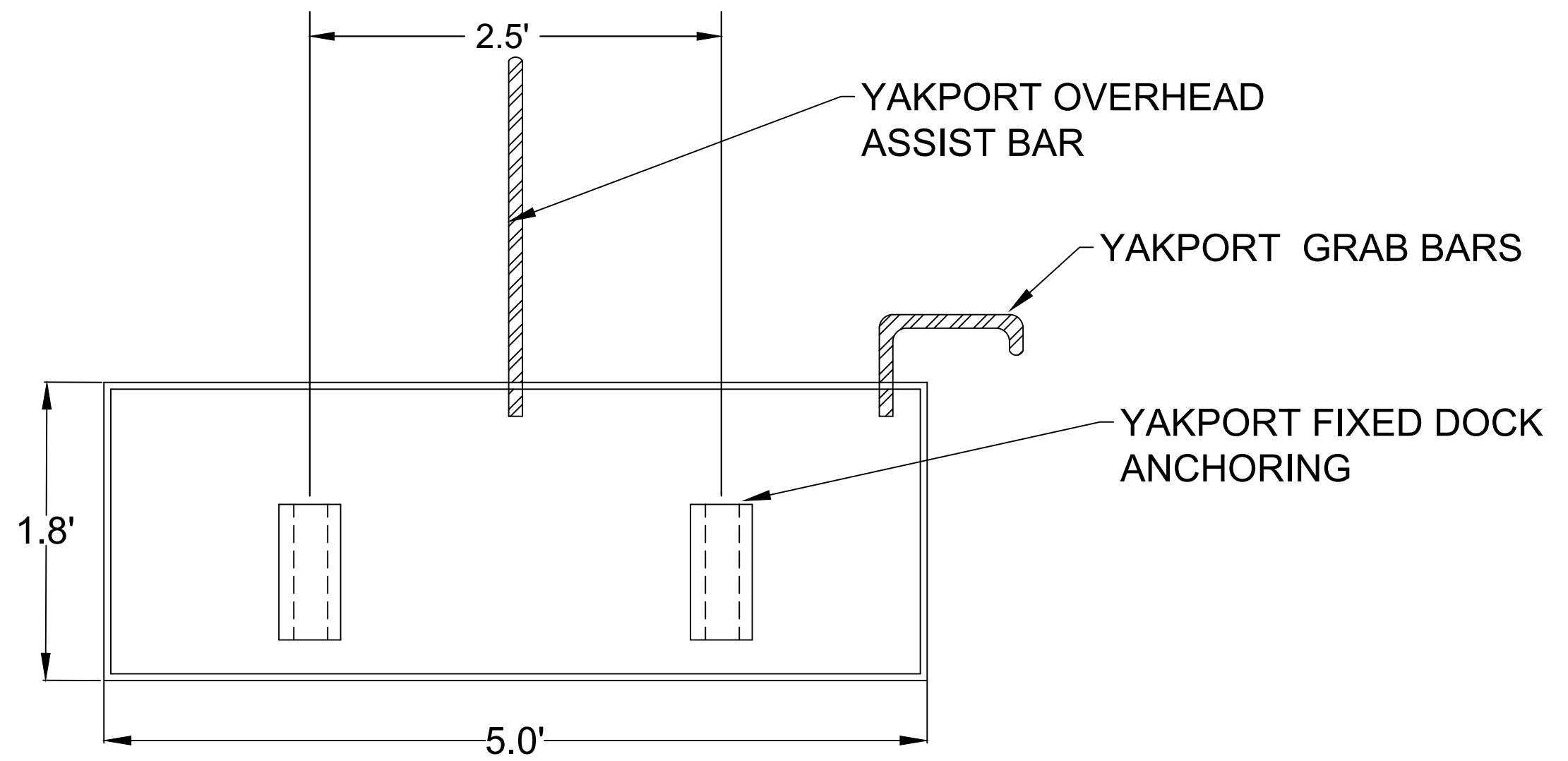
Dock Details

Sheet Number:
SD.1.1

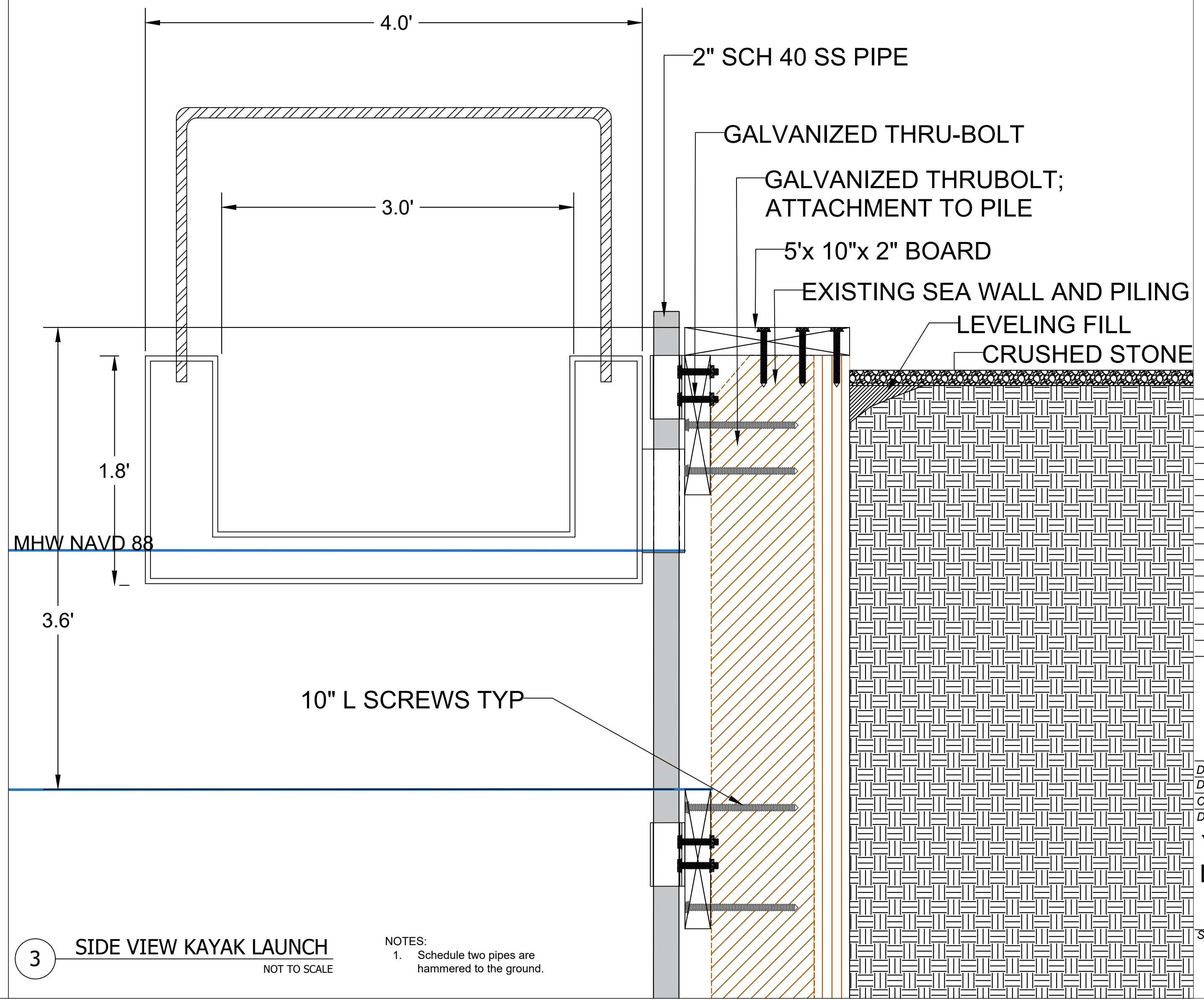


NOTES:
1. Crushed stone landing is approximately 2" thick and comprised of crushed stone with pieces between $\frac{1}{2}$ " and $\frac{3}{4}$ " in size.

1 WEST SIDE BOAT LAUNCH TOP OF VIEW KAYAK LAUNCH
NOT TO SCALE



2 FRONT VIEW KAYAK LAUNCH
NOT TO SCALE



NOTES:
1. Schedule two pipes are hammered to the ground.

3 SIDE VIEW KAYAK LAUNCH
NOT TO SCALE

Shepard State Park
Boat Dock Reconstruction
Gautier, Mississippi

Drawing Revisions		
Remarks		Date

Drawn By: LLL Scale: As Shown
Designed By: Date: January 2022
Checked By: JSZ Project: 21419
Drawing Title:

Yakport Kayak
Launch Details

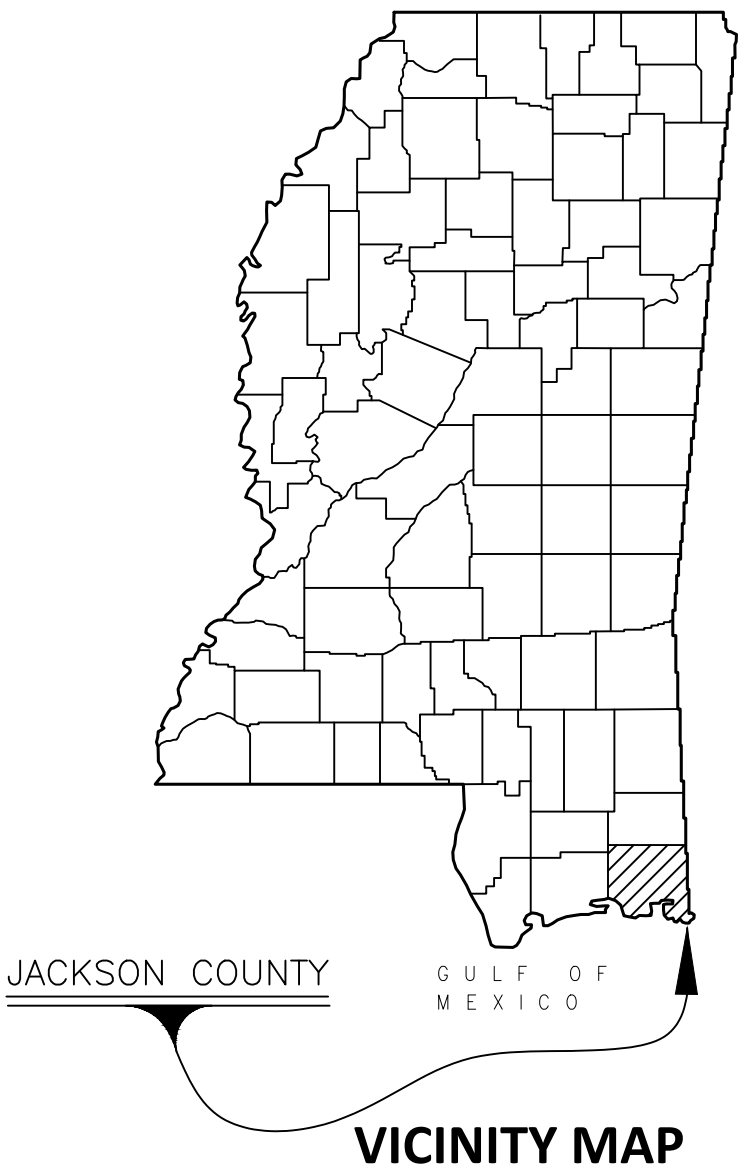
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SD 1.2

INDEX TO SHEETS

SECTION NO.	DESCRIPTION
G1.0	COVER PAGE AND INDEX
C1.1	EXISTING CONDITIONS
C1.2	KAYAK LAUNCH LAYOUT
C2.1	PILING AND THRUFLOW DECKING LAYOUT
C2.2	ELEVATION AND SECTION WITH DETAILS
SD1.1	KAYAK LAUNCH DETAILS

TOTAL SHEETS- 6

CITY OF GAUTIER, MISSISSIPPI
SHEPARD STATE PARK
BOAT DOCK RECONSTRUCTION



Shepard State Park
Bayou LaMotte Kayak Launch
Gautier, Mississippi

PROJECT LOCATION



LOCATOR MAP
JANUARY 2022

MAYOR
Casey Vaughan

CITY COUNCIL
Adam Colledge, Councilman at Large
Cameron B. George, Ward 1
Richard "DJ" Jackson, Ward 2
Gordon T. Gollott, Ward 3
Charles "Rusty" Anderson, Ward 4
Dante Elbin, Ward 5

CITY MANAGER
Paula Yancey

Drawing Revisions	
Remarks	Date

Drawn By: LLL	Scale: As Shown
Designed By:	Date: January 2022
Checked By: JSZ	Project: 21419
Drawing Title:	

Cover Page and
Index

Sheet Number:
G1.0

- Myriophyllum spicatum*

Vallisneria americana
- MHWL
- Tree Line
- Proposed Kayak Launch

Shepard State Park

Bayou LaMotte Kayak Launch

Gautier, Mississippi

Drawing Revisions	
Remarks	Date

Drawn By: LLL

Scale: As Shown

Designed By:

Date: January 2022

Checked By: JSZ

Project: 21419

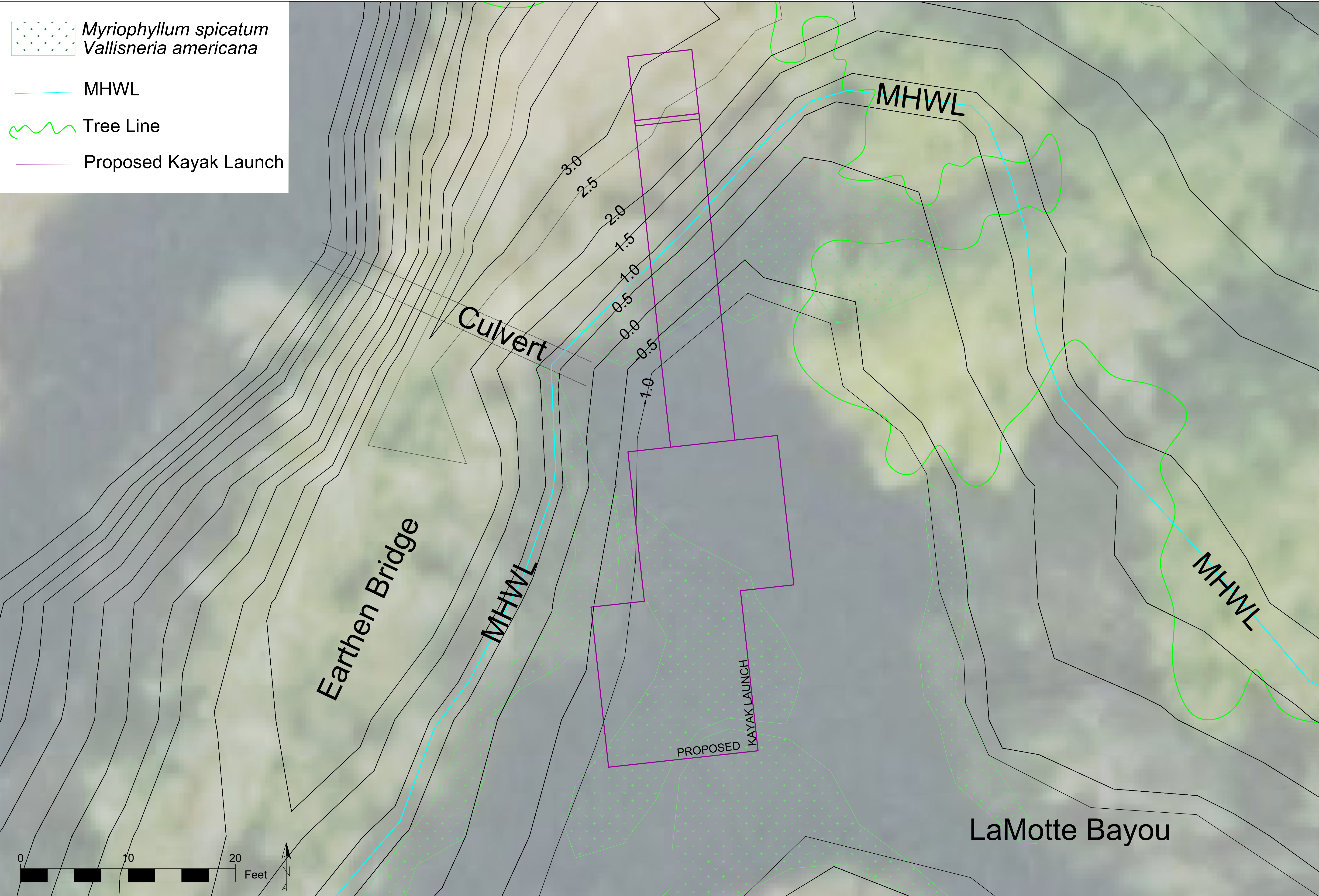
Drawing Title:

Existing

Conditions

Sheet Number:

C1.1



Myriophyllum spicatum
Vallisneria americana

MHWL

Tree Line

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Environment & Infrastructure

Shepard State Park
Bayou LaMotte Kayak Launch
Gautier, Mississippi

Drawing Revisions

Remarks

Date

Drawn By: LLL

Scale: As Shown

Designed By:

Date: January 2022

Checked By: JSZ

Project: 21419

Drawing Title:

Kayak Launch
Layout

Sheet Number:

C1.2

0 10 20
Feet

Earthen Bridge

Culvert

ENTRANCE
GRAVEL PAD

6.00'

6.00

0+00

MHWL

CENTERLINE

CENTERLINE

CENTERLINE

FIXED RAMP

PLATFORM 1

4.00'

5.00'

14.00'

5.00

4.00'

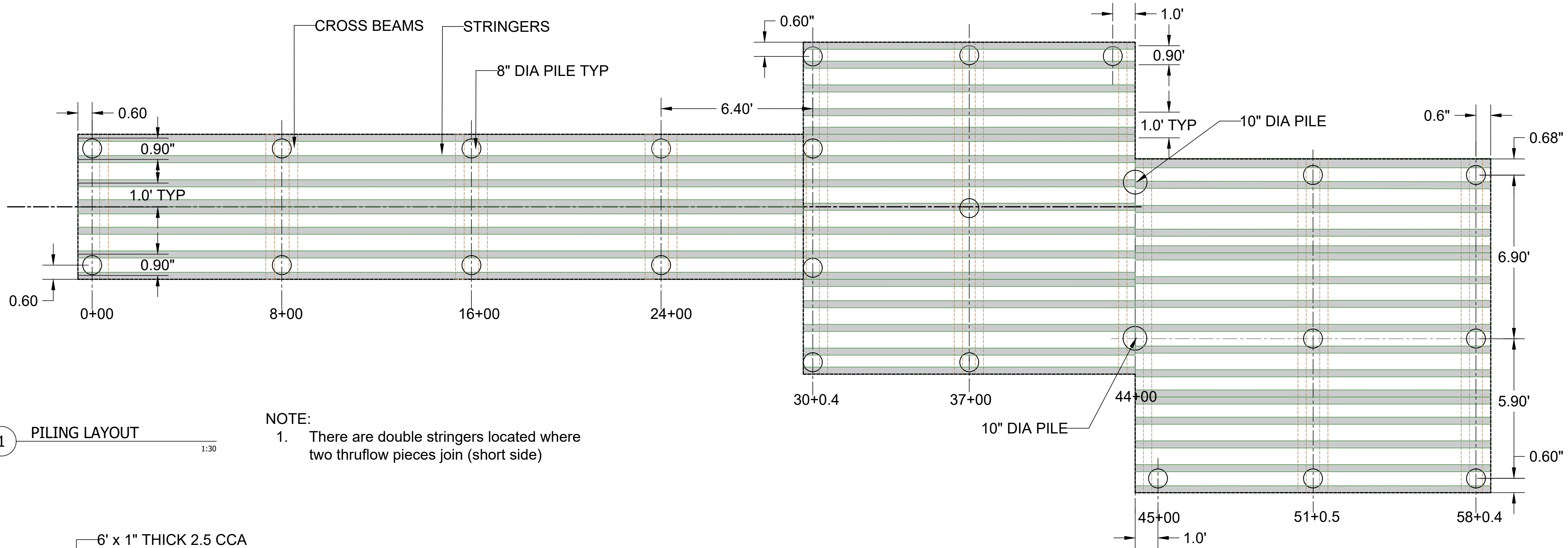
5.00'

15.00'

PLATFORM 2

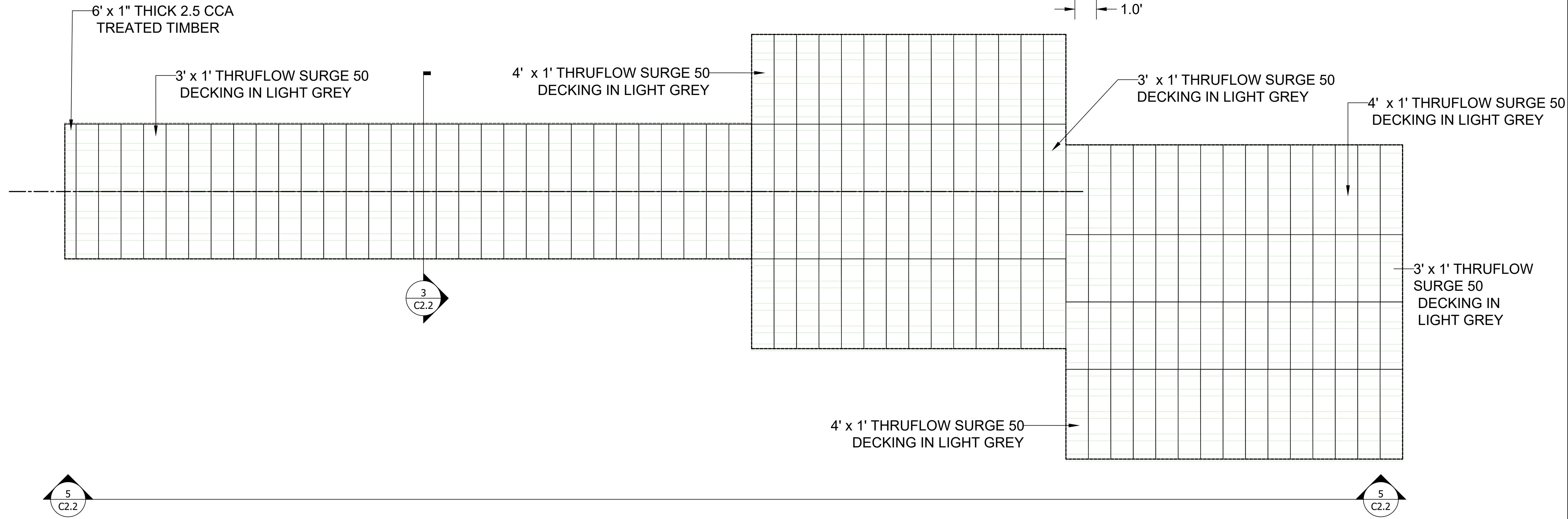
14.00'

LaMotte Bayou



1 PILING LAYOUT 1:30

NOTE:
1. There are double stringers located where two thruflow pieces join (short side)



2 THRUFLOW LAYOUT 1:30

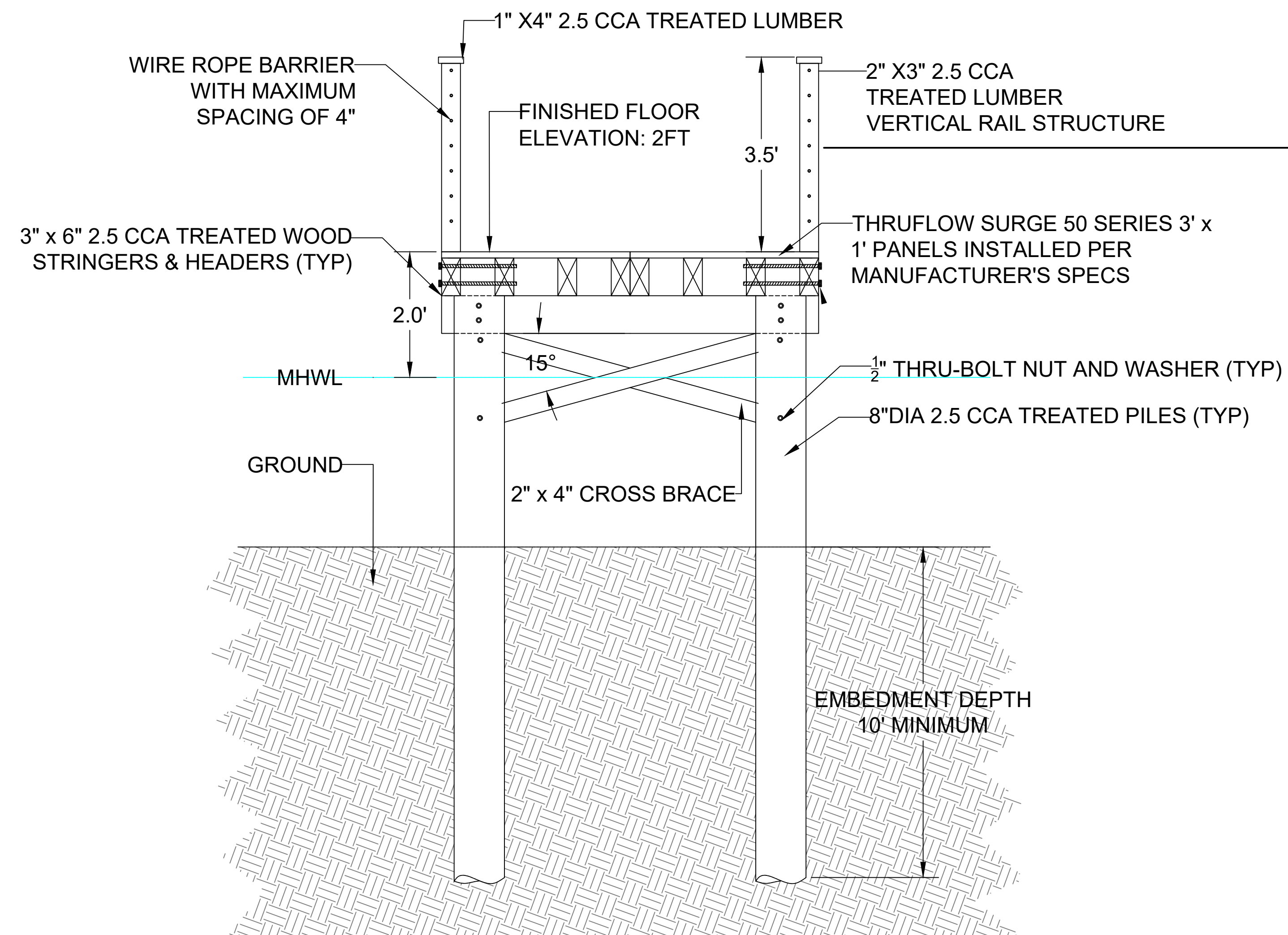
Shepard State Park
Bayou LaMotte Kayak Launch
Gautier, Mississippi

Drawing Revisions		
Remarks	Date	

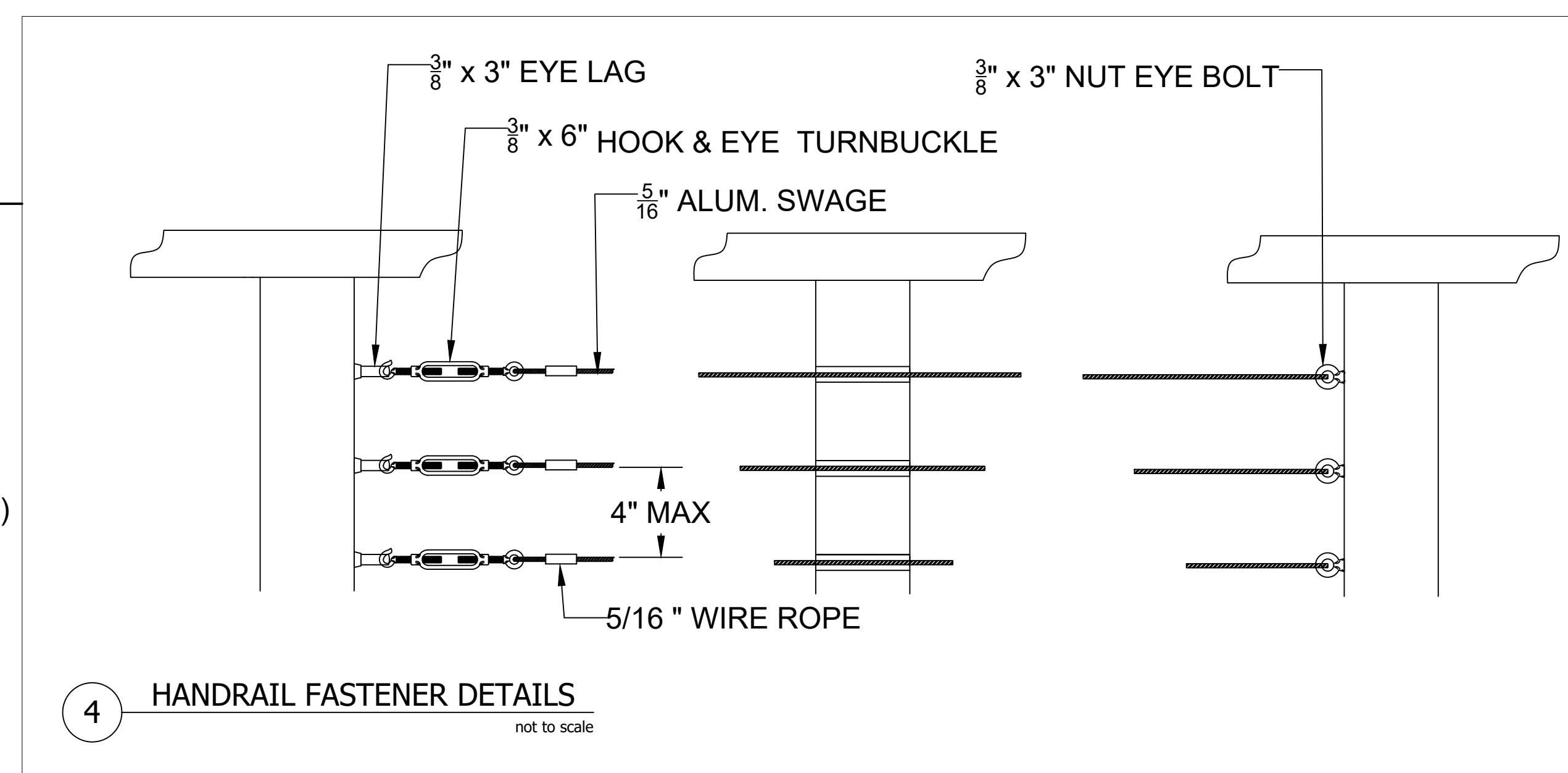
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Checked By: JSZ	Project: 21419
Drawing Title:	

Piling & Thruflow
Decking Layout

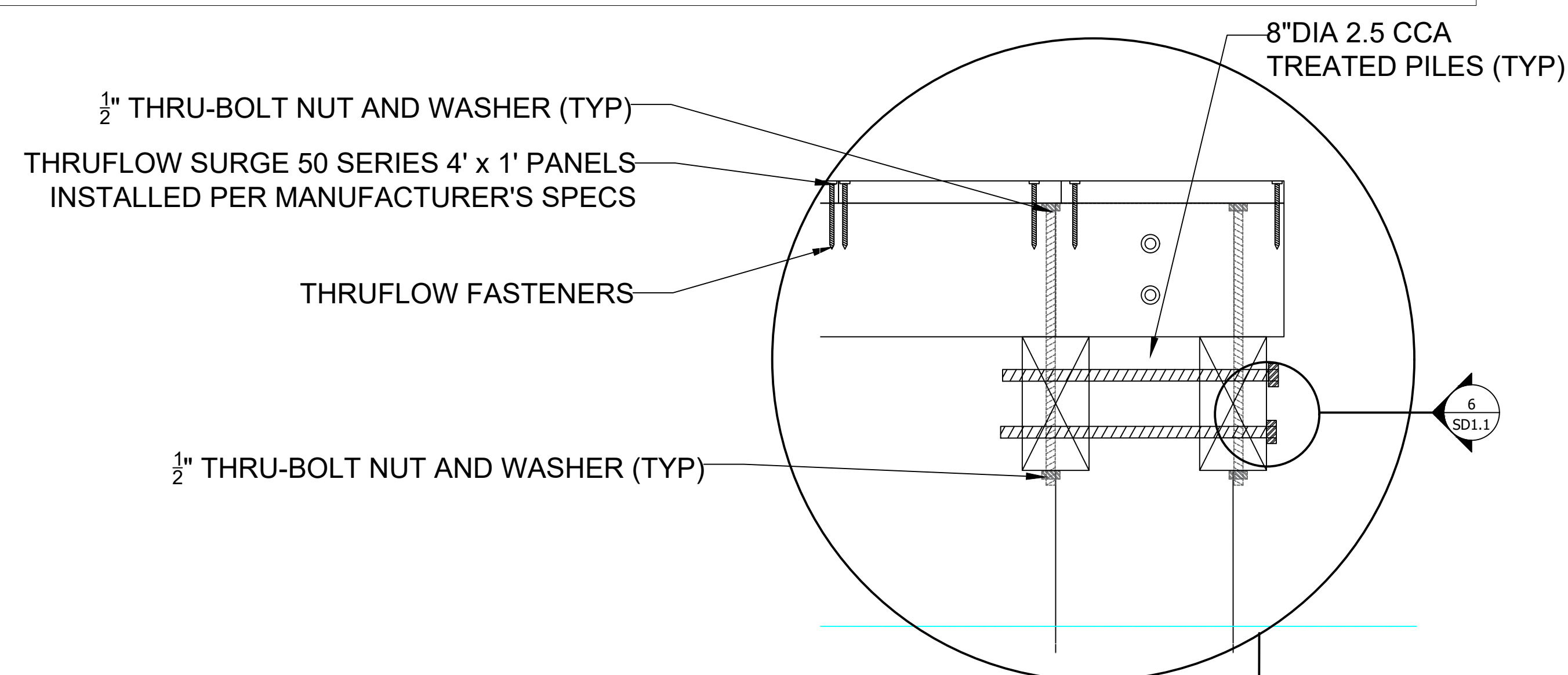
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C2.1



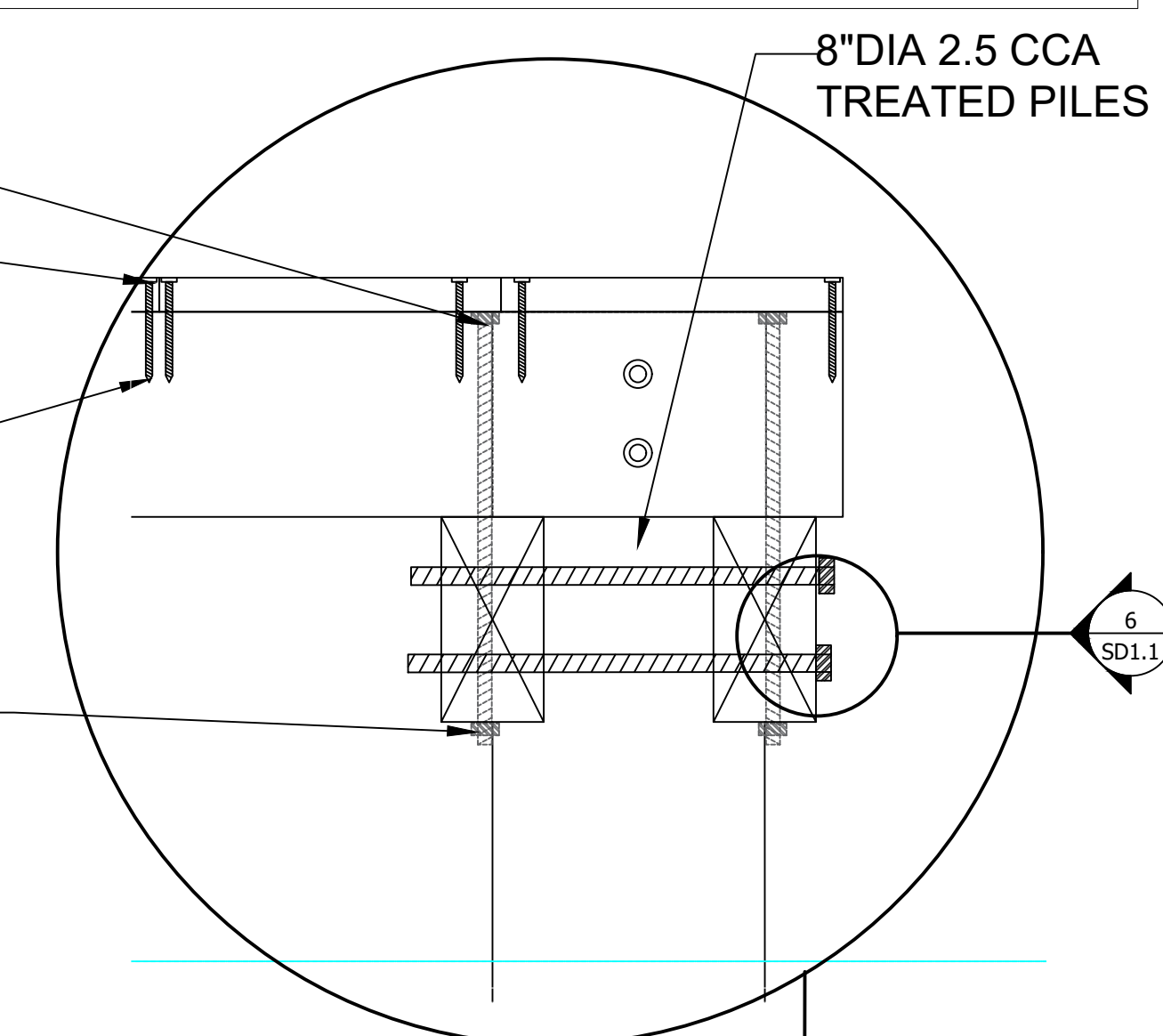
3 RAMP CROSS SECTION AND RAIL DETAIL



4 HANDRAIL FASTENER DETAILS



5 PROFILE ELEVATION AND DETAIL



Shepard State Park
Bayou LaMotte Kayak Launch
Gautier, Mississippi

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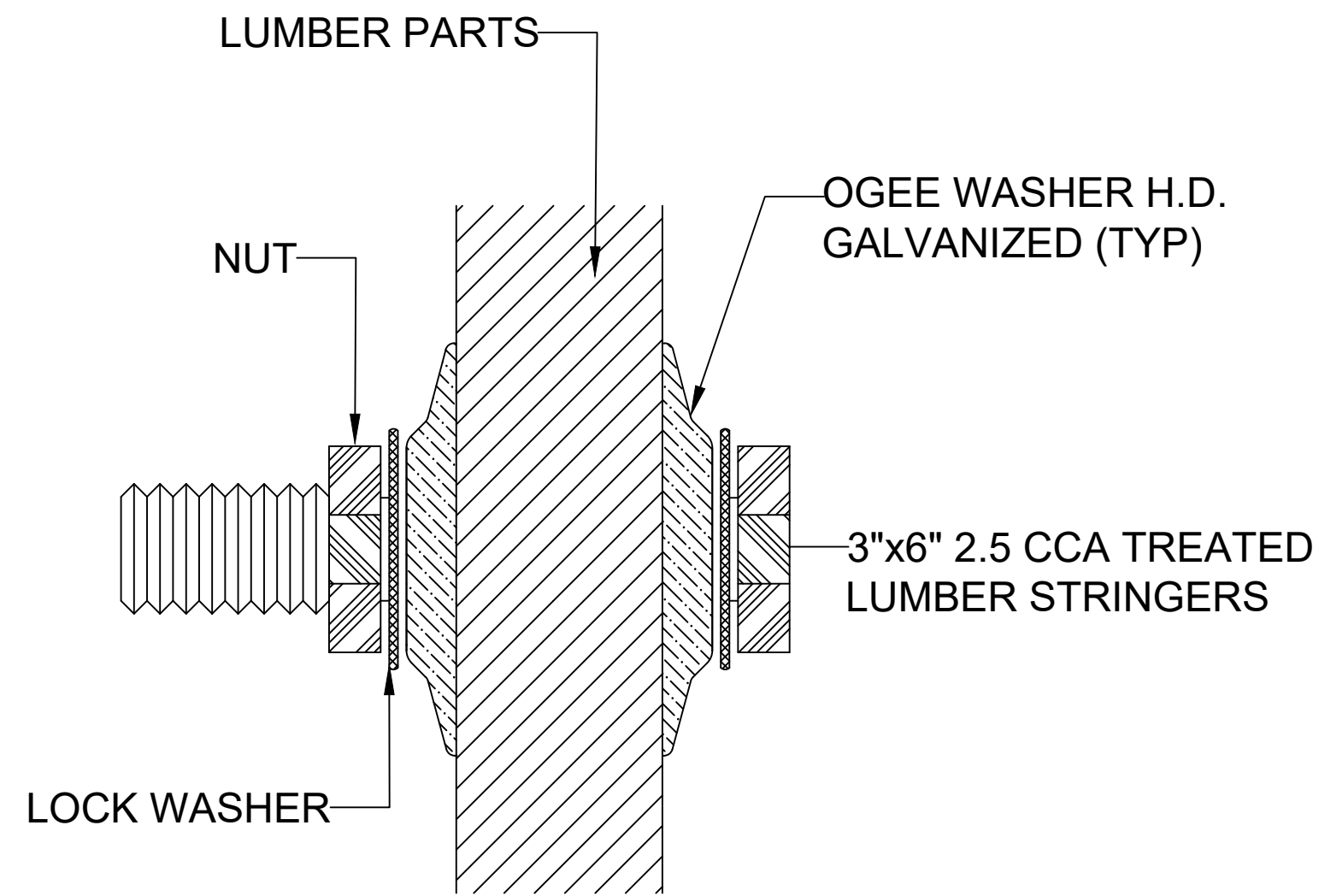
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Checked By: JSZ	Project: 21419
Drawing Title:	

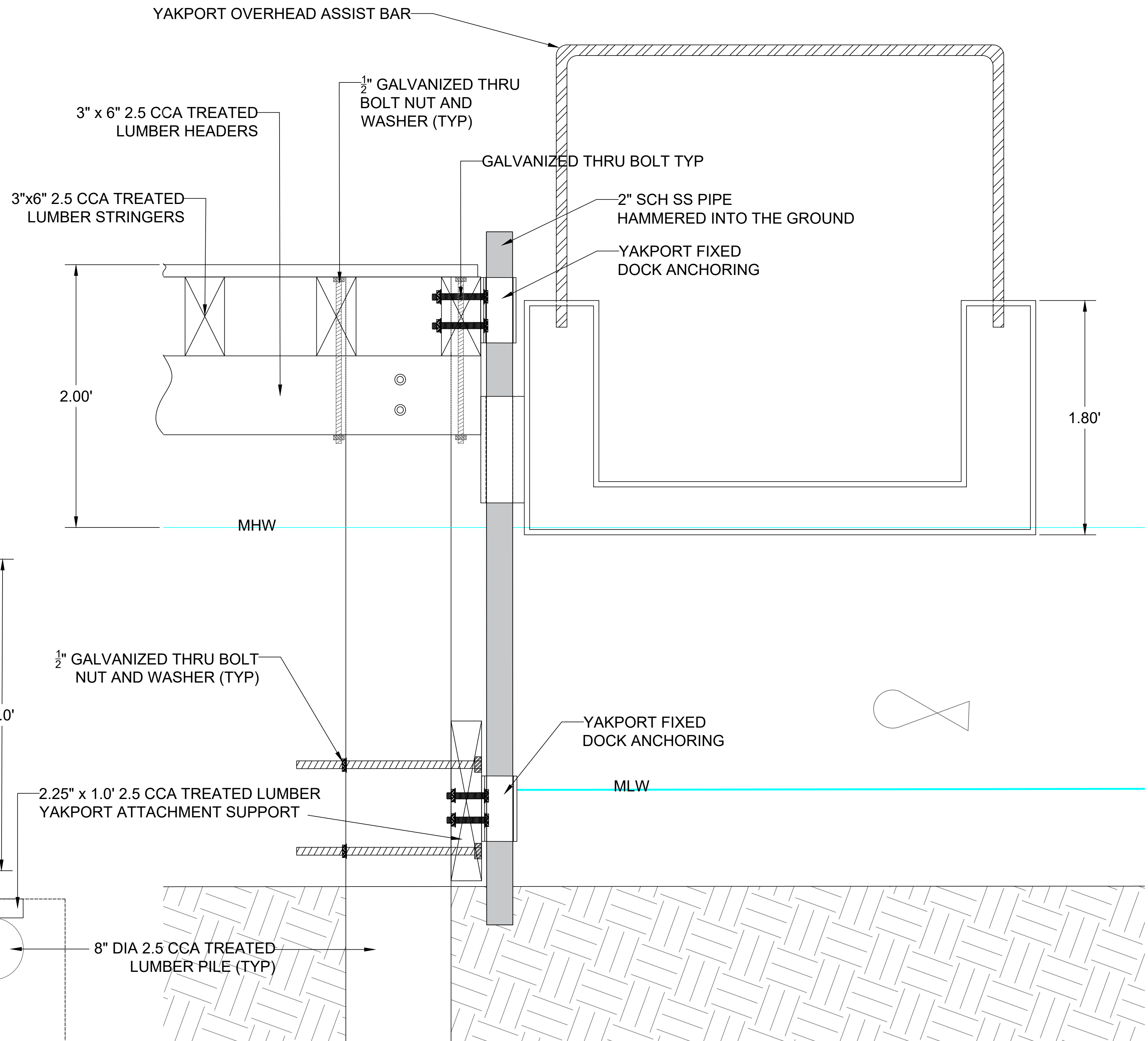
Section, Elevation & Details

Sheet Number:

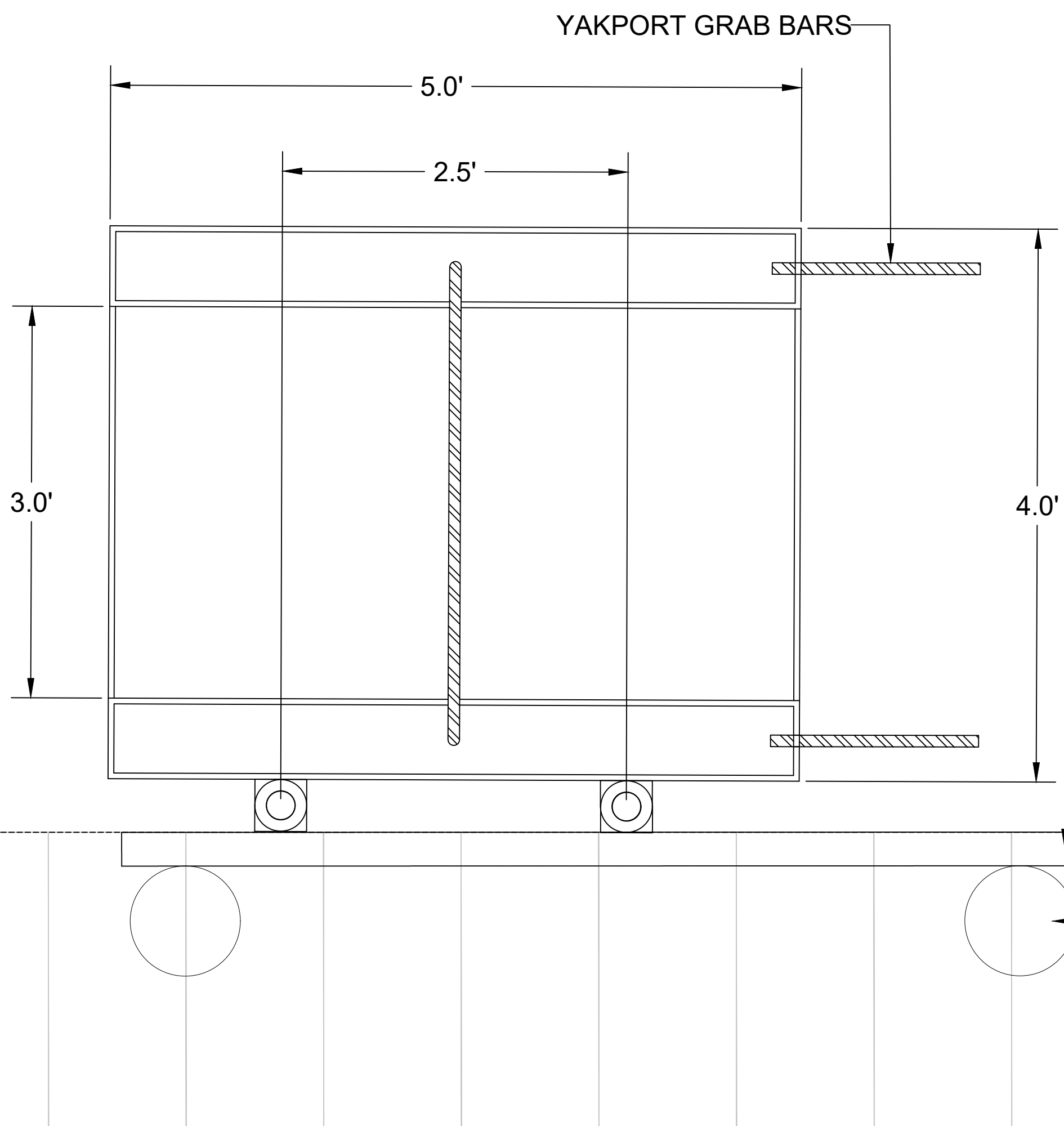
C2.2



6 THRU-BOLT DETAIL
not to scale



8 KAYAK LAUNCH ATTACHMENT SECTION
not to scale



7 KAYAK LAUNCH PLAN VIEW
not to scale

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ENGINEERING

CYPRESS
Environment & Infrastructure

Shepard State Park
Bayou LaMotte Kayak Launch
Gautier, Mississippi

Drawing Revisions	
Remarks	Date

Drawn By: LLL Scale: As Shown
Designed By: Date: January 2022
Checked By: JSZ Project: 21419
Drawing Title:

Kayak Launch
Details

Sheet Number:
SD1.1

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Approval of the Mississippi High School Activities Association's concussion information form in order to provide a concussion policy for the City of Gautier's youth athletic programs.

Introduced by:
Contact Person/Telephone

Teresa L Montgomery

Summary Explanation: Approval of Mississippi High School Activities Association's concussion information form in order to provide a concussion policy for the City of Gautier's youth athletic programs.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier uses the Mississippi High School Activities Association's rules and regulations for our youth athletic programs; and

WHEREAS, it is required by the MHSAA to provide a concussion policy; and

WHEREAS, in order to provide a concussion policy, the City must approve the Mississippi High School Activities Association's policy; and

WHEREAS, the City will carry coverage for the concussion policy;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Mississippi High School Activities Association's concussion information form is hereby approved and adopted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Emily Cumbest, Deputy City Clerk
Date: 03/21/2022
Subject: Approval of the Mississippi High School Activities Association's concussion information form in order to provide a concussion policy for the City of Gautier's youth athletic programs.

REQUEST:

The City of Gautier's Parks and Recreation Department is requesting the Council to approve the Mississippi High School Activities Association's information form in order to provide a concussion policy for the City of Gautier's youth athletic programs.

BACKGROUND:

The City of Gautier uses the Mississippi High School Activities Association's rules and regulations for our youth athletic programs.

DISCUSSION:

It is required by the MHSAA to provide a concussion policy. In order to provide a concussion policy, the City must approve the Mississippi High School Activities Association's policy.

RECOMMENDATION:

City Council may:

1. Approve the Mississippi High School Activities Association's concussion policy. Or:
2. Not approve the Mississippi High School Activities Association's concussion policy.

ATTACHMENTS:

1. MHSAA Concussion Form

MISSISSIPPI HIGH SCHOOL ACTIVITIES ASSOCIATION, INC.

Concussion Information Form

(Required by MHSAA Annually)

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You cannot see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|-----------------------------------|-------------------------------------|
| • Headaches | Amnesia |
| • “Pressure in head” | “Don’t feel right” |
| • Nausea or vomiting | Fatigue or low energy |
| • Neck pain | Sadness |
| • Balance problems or dizziness | Nervousness or anxiety |
| • Blurred, double or fuzzy vision | Irritability |
| • Sensitivity to light or noise | More emotional |
| • Feeling sluggish or slowed down | Confusion |
| • Feeling foggy or groggy | Concentration or memory problems |
| • Drowsiness | (forgetting game plays) |
| • Change in sleep patterns | Repeating the same question/comment |

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

(Continued on next page)

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athletes will often fail to report symptoms of injuries. Concussions are no different. As a result, education of administrators, coaches, parents and students is key to a student-athlete's safety.

MHSAA Concussion Policy:

- An athlete who reports or displays any symptoms or signs of a concussion in a practice or game setting should be removed immediately from the practice or game. The athlete should not be allowed to return to the practice or game for the remainder of the day regardless of whether the athlete appears or states that he/she is normal.
- The athlete should be evaluated by a licensed, qualified medical professional working within their scope of practice as soon as can be practically arranged.
- If an athlete has sustained a concussion, the athlete should be referred to a licensed physician preferably one with experience in managing sports concussion injuries.
- The athlete who has been diagnosed with a concussion should be returned to play only after full recovery and clearance by a physician. Recovery from a concussion, regardless of loss on consciousness, usually take 7-14 days after resolution of all symptoms.
- Return to play after a concussion should be gradual and follow a progressive return to competition. An athlete should not return to a competitive game before demonstrating that he/she has no symptoms in a full supervised practice.
- Athletes should not continue to practice or return to play while still having symptoms of a concussion. Sustaining an impact to the head while recovering from a concussion may cause Second Impact Syndrome, a catastrophic neurological brain injury.

Remember, it is better to miss one game than to miss the whole season.

I have reviewed this information on concussions and am aware that a release by a medical doctor is required before a student may return to play under this policy.

Student-Athlete Name Printed

Student-Athlete Signature

Date

Parent Name Printed

Parent Signature

Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Authorization to accept a monetary donation from Jerry Lee's Grocery for the City of Gautier's Mayor's Youth Council

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to accept a monetary donation from Jerry Lee's Grocery in the amount of \$300.00 for the City of Gautier's Mayor's Youth Council

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier has been managing the Gautier Mayor's Youth Council since October, 2017; and

WHEREAS, the Gautier Mayor's Youth Council provides youth with opportunities for personal growth and leadership development by encouraging an active role in the community with sponsored events and volunteer work, as well as participating in events to improve our City and unite all age groups; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, members of the Youth Council personally solicited local businesses for support; and

WHEREAS, Jerry Lee's responded in the amount of \$300 to support the Gautier Mayor's Youth Council; and

WHEREAS, this donation will go towards GMYC Gautier Game Day being held on April 30, 2022; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Jerry Lee's Grocery in the amount of \$300 for the City of Gautier's Mayor Youth Council is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/23/2022
Subject: Monetary Donation from Jerry Lee's Grocery for the Gautier Mayor's Youth Council

REQUEST:

The Grants and Projects Department requests City Council authorization to accept a monetary donation from Jerry Lee's Grocery to support the Gautier Mayor's Youth Council.

BACKGROUND:

The City of Gautier created its first Gautier Mayor's Youth Council in October 2017. The GMYC provides youth with opportunities for personal growth and leadership development by encouraging an active role in community - sponsored activities and volunteer work. GMYC members organize and participate in events that improve our city and unite all age groups.

DISCUSSION:

Members of the GMYC personally solicited local businesses for their support. Jerry Lee's Grocery responded to that solicitation with a \$300 sponsorship.

The donation will go toward GMYC Gautier Game Day being held on April 30, 2022.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council accept a monetary donation from Jerry Lee's Grocery in the amount of \$300 to support the Gautier Mayor's Youth Council.

City Council may:

1. Authorize acceptance of the monetary donation of \$300 as presented; or
2. Not approve acceptance of the monetary donation.

ATTACHMENTS:

1. Jerry Lee's Donation

REFERENCE	INVOICE DATE	INVOICE NO.	AMOUNT	DISCOUNT	NET AMOUNT
ST03152022-04	03/15/22	<SEE REF	300.00	.00	300.00
	CHECK TOTALS	----->	300.00	.00	300.00

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

JERRY LEE'S GROCERY NO. 1

HOME OF PRIME MEATS
1417 HIGHWAY 90
GAUTIER, MS 39553
228-497-2730

MERCHANTS AND MARINE BANK

PO DRAWER 729
PASCAGOULA, MS 39567
85-136/653

VOID AFTER 180 DAYS

118062

***** Three Hundred AND 00/100 DOLLARS *****

PAY
TO THE
ORDER OF

GAUTIER MAYOR'S YOUTH COUNCIL
3330 HIGHWAY 90
GAUTIER MS 39553

DATE CHECK NO. AMOUNT
03/15/22 118062 *****300.00

Matt Lee
Susan Lee Harris
AUTHORIZED SIGNATURE



118062 10853013874 1028400

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Authorization to accept a monetary donation for the
City of Gautier's Youth Baseball and Softball Leagues

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept the following monetary donation from The First Bank in the amount of \$250.00 for the City of Gautier's Youth Baseball and Softball Leagues

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the City of Gautier is now managing the Gautier Youth Baseball and Softball Leagues; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, several sponsors have offered donations to the City for the purpose of managing the leagues; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from The First Bank in the amount of \$250.00 for the City of Gautier's Youth Baseball and Softball Leagues is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/28/2022
Subject: Approval to accept a monetary donation for The City of Gautier's Youth Baseball & Softball League

REQUEST:

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

BACKGROUND:

The City of Gautier has taken over the Gautier Youth Baseball and Softball League. In an effort to grow and promote the league the Recreation Department is seeking sponsors for the league.

DISCUSSION:

The City of Gautier has received a monetary donation from the following sponsor:

1. Sponsor- \$250- The First Bank

RECOMMENDATION:

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

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. The First



TheFirst
Just the Bank for You!



P.O. BOX 15549 Hattiesburg, Mississippi 39404

EXPENSE CHECK

158932

DATE

3/15/2022

CHECK AMOUNT

\$250.00

PAY

TWO HUNDRED FIFTY and 00/100*****

TO
THE
ORDER
OF

CITY OF GAUTIER MISSISSIPPI
P O BOX 670
GAUTIER, MS 39553-0670

Chandra B. Kidd

Chet 7

3/8/2022

SPONSORSHIP

Youth Baseball SPLIT RC #126/830

250.00

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Approval of water and sewer adjustments dated
April 5, 2022 in the amount of \$13,259.87

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated April 5, 2022 in the amount of \$13,259.87.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April 2022 in the amount of \$13,259.87 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Approval to waive all fees associated with Shepard State Park for the Boy Scouts of America to host a camping activity and service project.

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Approval to waive all fees associated with Shepard State Park for the Boy Scouts of America (Singing River District) to host a camping activity and service project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

WHEREAS, the Boy Scouts of America (Singing River District) desires to host a camping activity and service project at Shepard State Park on April 22nd through April 24th; and

WHEREAS, the Recreation Department received a request that the City waive all fees associated with Shepard State Park, as well as partnering with the Boy/Cub Scouts to provide bird boxes and all other materials needed for their service project at the park; and

WHEREAS, the City will provide all materials needed for the service activity, and the scouts will be responsible for designing and placing the bird boxes in the appropriate location; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with Shepard State Park for the Boy Scouts of America camping activity on April 22nd through April 24th and to provide the necessary materials needed for their service project is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/29/2022
Subject: Approval to waive all fees associated with Shepard State Park for the Boy Scouts of America Singing River District to host a camping activity and service project

REQUEST:

The Recreation Department received a request from Mark LaSalle to waive all fees associated with Shepard State Park for Boy Scouts of America Singing River District to host a camping activity and service project for Shepard State Park on April 22-24, 2022.

BACKGROUND:

The Recreation Department would love the opportunity to partner with the Boy Scouts/ Cub Scouts for a Shepard Park Campout. The park is in need of new bird boxes and this would be a great service project for the scouts.

DISCUSSION:

The Scouts will provide the design and locations of the bird boxes. The Scouts will complete their project at Shepard Park during the camping activity. The city will provide the materials needed.

RECOMMENDATION:

The Recreation Department recommends that City Council waive all fees associated with Shepard State Park for Boy Scouts of America Singing River District to host a camping activity and service project for Shepard State Park on April 22-24, 2022

The City Council may:

1. Approve to waive all fees associated with Shepard State Park for Boy Scouts of America Singing River District to host a camping activity and service project for Shepard State Park on April 22-24, 2022; or
2. Not approve to waive all fees associated with Shepard State Park for Boy Scouts of America Singing River District to host a camping activity and service project for Shepard State Park on April 22-24, 2022.

ATTACHMENTS:

1. Special Event Permit Scout Group



CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event April 22-24, 2022 Day or Week Friday-Sunday Starting Time 4:00pm Friday AM/PM

Ending Time: 10:00 am Sunday AM/PM Proposed Location of the Event: Shepard State Park (Picnic Area)

Describe the type of event to be conducted:

Cub and Boy Scout Camping / Activity (Singing River District Camporee) Reason for Event, Demonstration or March: Scouting units (with leaders and parents will camp out at the park and conduct a variety of fun and instructive activities - to include a service project for the Park (the instalation of several bird and bat houses as requested by Park Personnel

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	<u>N/A</u>		
2.			
3.			
4.			
5.			

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT, ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS Applicant Information:

Organization:

Name: Boy Scouts of America - Singing River District c/o Mark W. LaSalle Phone: (228) 990-1495

Address: 9241 Wild Oaks Dr. Ocean Springs MS 39564
City State Zip

Type of Organization: Boy Scout District Profit: X Non-Profit Federal ID#

(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Mark W. LaSalle Phone (Home): (228) 990-1495

Address: 9241 Wild Oaks Drive Phone (Work): () -

City: Ocean Springs State: MS Zip Code: 39564 -

Position with Organization: District Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: Kris Riley (District Executive) Phone (H): (228) 383-4910 (W)
() - Name: Phone (W): () - (W)
() -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:	☐ Clean up During Event	☐ Staging
☐ Traffic Direction	☐ Clean up After Event	☐ Fencing
☐ Barricades	☐ Trash Receptacles/Bag	☐ Other
☐ Set Up Barricades		

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Mark W. LaSalle

Date: March 14, 2022

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____
Approved: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

April 5, 2022
Authorization to retire K-9 Unit (Caesar) from service,
and to transfer ownership to Lieutenant Trace
Williams

Introduced by:
Contact Person/Telephone

David Bever 497-8099

Summary Explanation: Authorization to retire K-9 Unit (Caesar) from service, and to transfer ownership to Lieutenant Trace Williams.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO RETIRE K-9 UNIT (CAESAR) AND TO TRANSFER OWNERSHIP TO HIS HANDLER, LIEUTENANT TRACE WILLIAMS

WHEREAS, the Gautier Police Department is requesting that K-9 Unit (Caesar) be retired from service; and

WHEREAS, a Law Enforcement officer is allowed to retain as his personal property any K-9 assigned to the officer when the dog is retired from service pursuant to Miss. Code Ann. 45-3-52; and

WHEREAS, K-9, Caesar, has served the Gautier Police Department alongside with Lieutenant Trace Williams for the past eight years; and

WHEREAS, the Mayor and Members of the Council have determined that retiring K-9 Unit (Caesar), and transferring ownership to Lieutenant Trace Williams is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED by the Mayor and Council of the City of Gautier, Mississippi that K-9 Unit Caesar is hereby retired from service, and that his ownership be transferred to his handler, Lieutenant Trace Williams.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

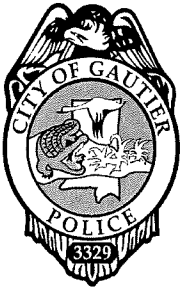
NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 5th of April, 2022.

MAYOR

ATTEST:

CITY CLERK



Gautier Police Department

Chief of Police Danny Selover

*Danny Selover
Chief of Police
Gautier Police Department*

March 7th, 2022

City Manager,

I am writing in reference to the retirement of K9 Caesar. K9 Caesar is currently over 9 years old and he has served the City of Gautier for 8 years. Due to his older age, K9 Caesar is experiencing decreased agility as well as difficulty with normal day to day operations including jumping and running. I have noticed that it is becoming more difficult for K9 Caesar to jump in and out of his kennel while at work. At the direction of his vet, K9 Caesar currently takes daily pain medication to assist with pain associated with his joints.

Additionally, K9 Caesar and I are certified annually through USPCA. This certification requires a large amount of physical effort for K9 Caesar. It is apparent during our training sessions that he is experiencing pain and difficulty with several of the required obstacles and training. I do not feel comfortable subjecting K9 Caesar to this type of training with the level of discomfort it causes him.

During K9 Caesar's tour of duty, he has seized more than 500 pounds of narcotics and over 2.5 million dollars in cash from illegal activities. It is because of these reasons listed above that I request that he be honorably discharged from service with the Gautier Police Department. Once he is retired, it is my intention to adopt K9 Caesar. Thank you for your time and consideration.

Respectfully,

Lieutenant Trace Williams

*3329 Hwy 90
Gautier, MS 39553
(228) 497-2486 / Fax (228) 497-8018*

**CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet**

Council Meeting:

April 5, 2022

Title:

Approval of a purchase agreement between Sunbelt Fire, Inc. and the City of Gautier to purchase a new E-ONE fire truck and equipment

Introduced by:

Contact Person/Telephone

Josh Latch 497-1656

Summary Explanation: Approval of a purchase agreement with Sunbelt Fire, Inc. and the City of Gautier for the purchase of an E-One Class A Pumper Mounted on Typhoon Custom Chassis (Firetruck) and NFPA Equipment for Class A Pumper.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, the Gautier Fire Department desires to purchase an E-One Class A Pumper Mounted on Typhoon Custom Chassis (Firetruck) and NFPA Equipment for Class A Pumper from Sunbelt Fire, Inc.; and

WHEREAS, the oldest front-line pumper is a 2005 model and will reach the end of its service life in 2025. New trucks have a 12-to-15-month lead time to build; and

WHEREAS, with the purchase of this truck, Engine 4 will come off the front-line status and will be used as a reserve truck; and

WHEREAS, the purchase price is \$628,397.00, with the E-One Class A Pumper Mounted on Typhoon Custom Chassis totaling \$598,925.00, and the necessary NFPA equipment for Class A pumper totaling \$29,472.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier hereby approves the purchase of an E-One Class A Pumper Mounted on Typhoon Custom Chassis and the NFPA equipment for a Class A pumper in the amount of \$628,397.00. This purchase is from Sunbelt Fire, Inc. in Fairhope, AL.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.

**CITY OF GAUTIER
MEMORANDUM**

To: City Manager, Paula Yancey

From: Josh Latch, Fire Chief

Date: March 30, 2022

Subject: Purchasing of a new E-ONE fire truck and equipment, to include paint scheme and colors.

REQUEST:

Request to purchase one E-ONE Class A Pumper Mounted on Typhoon Custom Chassis, and NFPA Equipment for Class A Pumper. Pumper \$598,925.00 Equipment \$29,472.00.

BACKGROUND:

Gautier Fire department has 4 front-line pumpers and are on a rotation to buy one pumper every 5 years. Front line pumpers have a service life of 20 years. Our oldest front-line pumper is a 2005 model which will reach the end of its service life in 2025. New fire trucks will have a 12 to 15 month lead time to build.

DISCUSSION:

Gautier Fire Department needs to have adequate apparatus to accomplish the goal of saving life and property. With the older trucks in our department come higher maintenance costs and more downtime of the apparatus. Once a front-line pumper reaches its service life of 20 years, it can be used as a back up pumper and put into service when needed to fill in for a front-line pumper that is down or being serviced.

With the purchase of this pumper Engine 4 will come off the front-line status and be a reserve tuck which will give us 2 reserve pumpers and more opportunities to have more front-line trucks being serviced as needed.

With the purposed color scheme, we would like to promote community and school pride within the city. We have a fire apparatus at most if not all high school football games held within the city and see it as a good opportunity to display civic pride.

RECOMMENDATION:

Gautier Fire Department recommends that the council approve the purchase of the E-ONE Class A Pumper Mounted on Typhoon Custom Chassis, and NFPA Equipment for class A pumper with purposed color scheme.

The Council May:

1. Approve the purchase agreement for an E-ONE fire truck and equipment in the amount of \$628,397.00; or
2. Not approve the purchase agreement for an E-ONE fire truck and equipment in the amount of \$628,397.00

PURCHASE AGREEMENT

I.

This agreement is made between **Sunbelt Fire, Inc., 8050 McGowin Drive, Fairhope, AL 36532** (the “Company”) and

Legal Name	City of Gautier				
Address	3330 US 90				
City, State	Gautier, Mississippi	County <table><tr><td>Jackson</td></tr><tr><td>ZIP Code <table><tr><td>39553</td></tr></table></td></tr></table>	Jackson	ZIP Code <table><tr><td>39553</td></tr></table>	39553
Jackson					
ZIP Code <table><tr><td>39553</td></tr></table>	39553				
39553					

(hereafter known as the “Buyer”).

II.

The Company agrees to sell and the Buyer agrees to purchase the fire apparatus and equipment described in the Company’s Proposal and/or Specifications attached hereto, further described below, and hereby incorporated herein (the “Apparatus”) in accordance with this Agreement.

One (1) E-ONE Class A Pumper Mounted on Typhoon Custom Chassis, Per Quote Number 117156
NFPA Equipment for Class A Pumper. Pumper \$598,925.00 Equipment \$29,472.00

III.

The Buyer agrees to pay

\$628,397.00

 (the “Purchase Price”) for the Apparatus. The Purchase Price is exclusive of all Federal, State or local taxes of any nature. Any such applicable taxes will be added to the purchase price and paid by the Company. The Purchase Price is due at or before delivery, unless otherwise noted terms of prepayment have been accepted. The Buyer agrees that the Apparatus will not be delivered until the Purchase Price has been paid in full to the Company.

IV.

i.

A. ☐ This is a cash sale and does not involve any third-party leasing. There will be no lienholder on the Manufacturer’s Statement of Origin.

B. ☐ This is a lease-purchase. The lien holder on the Manufacturer’s Statement of Origin shall be:

Institution	
Address	
City, State, ZIP	

ii. The Company and Buyer agree that the Manufacturer’s Certificate of Origin (MSO) shall remain with the Company until the Purchase Price is paid in full.

iii. The Buyer acknowledges that the Company will incur the costs to manufacture the Apparatus, which is done in reliance upon the Buyer’s agreement to pay the Purchase Price. The Buyer further acknowledges that the Apparatus is unique and is being manufactured to Buyer’s desired specifications. As such, the Buyer’s agreement to pay the Purchase Price is binding and effective as

of the date this Agreement is signed by both parties and is not contingent upon any future event, including the Buyer's obtaining financing.

- iv. In the event the Buyer fails to pay the Purchase Price as stated above, the Company will (1) assess finance charges and/or note payments to the Buyer and/or (2) retain possession of the Apparatus until the Purchase Price is paid, in full. Any and all collections fees or expenses incurred by the Company, including attorney's fees, in pursuing the Purchase Price and/or repossessing the Apparatus are recoverable against the Buyer.

V.

The Apparatus shall be delivered, F.O.B.,: **Gautier, Mississippi**

It is agreed that delivery is subject to delays caused by strikes, inability to obtain materials, chassis shortage and other causes beyond the control of the Company.

VI.

Additions of equipment or modifications to the Apparatus that delay the delivery of the vehicle or affect the Purchase Price may require submission of a separate purchase order or contract at the sole discretion of the sales manager for the Company.

This Agreement does not provide for the application of any penalty for delay or operating losses and excludes any consequential or indirect damages or harm sustained by the Buyer, including, for example, loss of use. The Company's liability, if any, for non-compliance of this Agreement and/or for damages due to goods provided in this Agreement may not exceed an amount equal to what the Buyer paid to the Company.

VII.

The Buyer's representative for communications related to this Agreement shall be:

Buyer Representative Name	Josh Latch, Fire Chief
Buyer Representative Phone	228-497-1656
Buyer Representative e-mail	gautierfire@gautier-ms.gov

The Company's representative for communications related to this Agreement shall be:

Sunbelt Representative Name	Hank Levins
Sunbelt Representative Phone	228-265-4325
Sunbelt Representative e-mail	hlevins@bellsouth.net

VIII.

The Apparatus is new and unused, and is warranted against defects in material and workmanship, for a period noted in the attached Company's Proposal and Specifications to the original user/purchaser, in accordance with the Manufacturers pre-printed Statement of Warranty, which is either attached to the Agreement or has been delivered to the Buyer. Buyer acknowledges receipt of the Manufacturer's pre-printed Statement of Warranty and understands same.

IX.

This Agreement, including its attachments and exhibits, constitute the entire understanding between the parties and merges all prior discussions and agreements. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed. All modifications or amendments of this Agreement, including its attachments and exhibits, must be in writing signed by an authorized representative of each of the parties.

X.

This Agreement shall not constitute a valid and binding obligation of the Company until accepted in writing by an officer of the Company at its offices. If requested by the Company, the Buyer shall furnish a written opinion, satisfactory to the Company, of the Buyer's attorney that the Buyer has the power to make the Agreement, that the individual signing is authorized to sign on behalf of the Buyer, and that the Agreement is a valid, legal and enforceable obligation of the Buyer.

IN WITNESS WHEREOF, the Company and the Buyer have caused this Agreement to be executed by their duly authorized representative as of the date set forth by each.

Buyer

Buying Entity and Contact Name

Signature

Title

Date

Sunbelt Fire, Inc.

Truck Sales Representative

Signature

Title

Date

Accepted for the Corporation by:

Name

Signature

Title

Date

FIRE APPARATUS PROPOSAL

FOR: **GAUTIER FIRE DEPARTMENT**

DATE: 3/24/2022

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for:

One (1) E-ONE Class A Pumper Mounted on Typhoon Custom Chassis Per Quote Number 117156	\$598,925.00
NFPA Equipment for Class A Pumper	\$29,472.00
Total Truck and Equipment Package	\$628,397.00

Pricing is in conformance with **MS State Bid Contract 8200027989** for Fire Apparatus.

A factory trained instructor shall deliver the unit and familiarize department personnel unless factory acceptance and familiarization is preferred. Proper manuals and third-party test approval certificate where applicable shall be furnished.

Delivery on the above shall be within **570 calendar days**, F.O.B. Gautier, MS.

Delivery is subject to delays due to war, fire, labor disputes, strikes, acts of God, government regulations, failure of suppliers to deliver, chassis shortage in the case of commercial chassis, accidents, and other causes beyond our control.

This quotation is good for **30 days**. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein.

The vehicle proposed will be constructed at E-ONE, Inc. of Ocala, Florida. Sunbelt Fire, Inc. is the authorized dealer for E-ONE in this area. Service and parts are available through Sunbelt Fire, Inc. Service is available from locations in Hattiesburg, Gulfport, Lexington and Jackson, Mississippi.

Respectfully submitted,

By: *Hank Levins*

Territory Manager



Fire Apparatus Quotation for: CITY OF GAUTIER

Quotation Number:

117156 Rev: 29

Unit Description:

PRAL-TYPN

Quote Description:

Rescue Pumper, Aluminum, Typhoon

Salesperson:

RSTUARDI

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	
3090-0002	OAH. Unit has no overall height restrictions.	1	
3090-0004	OAL. Unit has no overall length restrictions.	1	
3090-0006	The hose bed is to have the capacity for the following hose. Hose load shall be listed from driver to officer.	1	Lay 1 - 250 ft. of 2.50 DJ Lay 2 - 1200 ft. of 4.00 LDH Estimated Weight - 1523 lbs.
3340-1137-12C 250	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	
BUMPERS			
1160-0008	3/16" Front Bumper Gravel Shield.	1	
1160-0014	20" Front Bumper Gravel Shield Extension.	1	
1160-0345	Heavy duty, formed, 10" front bumper with full wrap around. Corners to be tapered for an 8.5" wide mounting area. Includes support wings for outboard sides. To be painted as specified.	1	
1160-0347-198	Bumper to have a 5.625" deep x 10.5" wide notch for recessed mechanical siren. Location: driver's side	1	
BUMPER TRAYS			
1150-0095	Hinged diamond plate lid for center bumper tray. Includes: seal, D-Ring latch and gas shock hold open device.	1	
1150-0120	Bumper tray center of bumper with slats 12 inches deep (approx 11 inches to slats).	1	
FRAME ASSEMBLY			
1250-0011	Rear underbody support frame.	1	

Salescode	Extended Description	Qty	
FRAME ASSEMBLY			
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	
1250-0092	GEOMET coated frame assembly fasteners.	1	
AXLE OPTIONS			
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	
1025-0028	Koni shock absorbers for front axle - adjustable.	1	
1025-0225	Meritor FL-941 front axle 18,700 lb. Includes maintenance free bushings.	1	
SUSPENSIONS			
1070-0012	Reyco rear suspension springs rated equal to the capacity of the axle. Can only be used up to 31,000.	1	
WHEEL OPTIONS			
1050-0000	Steel wheels for front axle (2).	1	
1050-0002	Steel wheels for rear axle (4).	1	
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.	1	
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	
1050-0017	Each inside wheel of the single rear axle shall have valve stem extensions.	1	
TIRE OPTIONS			
1060-0005	Four Michelin 12R tires model XZE highway tread for rear axle.	1	
1060-0117	RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.	1	
1060-0155	Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.	1	
BRAKE SYSTEMS			
1100-0001	Meritor EX225H 17" disc brakes for front axle.	1	
1100-0002	ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.	1	
1100-0005	Brake system air 4X2/4X4.	1	
1100-0006	Parking brake release mounted on the driver's side lower dash.	1	
AIR SYSTEM OPTIONS			

Salescode	Extended Description	Qty	
AIR SYSTEM OPTIONS			
1110-0000-001	Inlet for air system. Location: driver door jamb.	1	
1110-0002	Air dryer Bendix AD-9.	1	
1110-0006	Air lines nylon.	1	
1110-0026	Air horns Hadley e-tone recessed in bumper (PR).	1	
ENGINES & TRANSMISSIONS			
1200-0017	Push-button transmission shift selector.	1	
1200-0020	Transynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS3000.	1	
1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Axle gear ratio will be as low as possible while allowing for 68 MPH top speed to improve acceleration. Note: Max speed may be set at 65 MPH due to tire rating.	1	
1200-0412	Eng/Trans Cummins L9 380HP/EVS3000 2021 EPA compliant engine.	1	
SECONDARY BRAKING			
1125-0002	Jacobs engine compression brake.	1	
1125-0023	Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.	1	
COOLING PACKAGE			
1800-0013	Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2021 EPA engines. Includes coolant recovery system.	1	
FUEL SYSTEMS			
1350-0003	Fuel system 50 gallon.	1	
1350-0022	Fuel line hose rubber.	1	
ALTERNATOR			
1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1	
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	
CHASSIS OPTIONS			
1680-0005	Thermatic fan clutch.	1	
1680-0006	Drivelines 1710.	1	
1680-0008	Tow eyes front painted below bumper/cab (PR).	1	

Salescode	Extended Description	Qty	
CHASSIS OPTIONS			
1680-0011	Tow eyes rear below body, painted.	1	
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1	
1680-0284	Radiator mounted power steering cooler.	1	
CAB MODEL			
1520-0219	Typhoon medium cab with radial wipers (58" CA).	1	
CAB ROOF TYPE			
1615-0001	Vista full height rear doors 12". Note: Requires 1615-0006 when used on 100" wide Cyclone cabs (front side windows are not available on the 100" wide Cyclone).	1	
1615-0005	Delete front vista roof windows.	1	
1615-0006	Delete side vista roof windows ahead of rear doors.	1	
1615-0007	Delete rear vista roof windows.	1	
CAB BADGE PACKAGE			
1610-0000	Cab and body to have applicable E-ONE logos.	1	
CAB DOOR OPTIONS			
1550-0003	Rear crew cab doors in the medium position.	1	
1550-0080-000-G6	Red/Lemon Yellow chevron "A" printed stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only.	1	
1550-0084	All cab exterior entry doors to have 1250 keyed locks.	1	
1550-0159	Interior cab door locks - manual. Will be individually actuated from each respective door. Includes key lock on each exterior cab door handle.	1	
1550-0185	Cab door panels aluminum painted Zolatone to match cab interior paint. Includes upper and lower panels with seam below handrail.	1	
1550-0245	Anodized aluminum trim on the vertical edge of the over wheel cab compartment opening and/or rear cab compartment (ea).	2	
1550-0265	Anodize aluminum trim on bottom edge of the exterior cab compartment openings. Includes wheel well and rear compartments (as applicable).	1	
1550-0283	Driver and officer cab door windows with manual regulators. For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0284	Rear crew cab door window(s) with manual regulator(s). For use with new Typhoon and 100" wide Cyclone cabs.	1	
1550-0287	Cab doors to be barrier style. For use with new Typhoon cab and 100" wide Cyclone only.	1	

Salescode	Extended Description	Qty	
CAB STEP OPTIONS			
1640-0047	Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and 2019 Typhoon / 100" wide Cyclone with barrier style or extended doors.	1	
1640-0067	Cab door bottom step lowered 4" (front and rear doors). Includes extended cab sides / fender trim. For use with barrier style doors only.	1	
MIRRORS			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 manual convex. Location: mounted on front corners of cab.	1	
MISC EXTERIOR CAB OPTIONS			
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1	
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1	
1675-0030	Mud flaps, front, black with E-ONE logo.	1	
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1	
1675-0197	Window cab side fixed officer's above medical cabinet.	1	
1675-0201	Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.	1	
1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1	
1675-0221	Window cab side fixed driver's above medical cabinet.	1	
HVAC			
1515-0053	Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)	1	
1515-0099	Air conditioning with radiator mounted condenser for use with Cummins L9 and X12 engine. Includes reduced profile evaporator w/powder coated cover and electronic controls.	1	
SEATS			
1510-0004	Seats, Bostrom brand.	1	
1510-0007	Seat cover material vinyl.	1	
1510-0009	Seat color black.	1	
1510-0063	Two man bench centered on rear wall with Bostrom SCBA. Includes angled corners.	1	
1510-0116-130	Fold-down seat located driver's side outboard.	1	

Salescode	Extended Description	Qty	
SEATS			
1510-0116-132	Fold-down seat located officer's side outboard.	1	
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	
1510-0203-151	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard driver's side rear wall.	1	
1510-0203-152	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard officer's side rear wall.	1	
1510-0279-146	ReadyReach seat belt extender. Location: driver's seat.	1	
1510-0279-147	ReadyReach seat belt extender. Location: officer's seat.	1	
1510-0279-151	ReadyReach seat belt extender. Location: inboard driver's side rear wall.	1	
1510-0279-152	ReadyReach seat belt extender. Location: inboard officer's side rear wall.	1	
1510-0533	Driver seat to be Bostrom air ride (Air-50 suspension) with Gen II design. Can be used with dual retractor upgrade (1510-0508).	1	
1510-0574	Officer seat to be Bostrom fixed SCBA with Gen II styling. For use with dual retractor upgrade (1510-0508).	1	
1685-0033	Seating capacity tag of six occupants.	1	
MEDICAL CABINETS			
1535-0202	Cab medical/storage cabinet(s) finish to be Zolatone gray. Includes interior/exterior of cabinet and shelves/trays if equipped.	1	
1535-0319	Driver side cab wheel well medical cabinet with external locking pan door painted job color. No interior access. Cabinet is approximately 30H x 28W x 24D on Typhoon and Cyclone and 30H x 28W x 27D on 100" wide Cyclone and Quest (viewed from exterior).	1	
1535-0320	Officer side cab wheel well medical cabinet with external locking pan door painted job color. No interior access. Cabinet is approximately 30H x 28W x 24D on Typhoon and Cyclone and 30H x 28W x 27D on 100" wide Cyclone and Quest (viewed from exterior).	1	
MISC INTERIOR CAB OPTIONS			
1685-0005	Lexan sun visors, driver and officer's side overhead.	1	
1685-0094	Storage below rear bench seat. (1) horizontal hinged door on the front of the rear bench seat.	1	
1685-0187	Severe duty engine cover, molded polyurethane.	1	
1685-0446	Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.	1	

Salescode	Extended Description	Qty	
MISC INTERIOR CAB OPTIONS			
1685-0531	Reduced profile rear engine cover for increased legroom.	1	
1685-0669	Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.	1	
1685-0683	Exterior access cabinets only to not be vented to cab interior. For use with, but not limited to, clean cab configurations.	1	
1685-0692	Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.	1	
1685-0891	Cab interior padding to be gray.	1	
CAB ELECTRICAL OPTIONS			
1750-0024-179-02	Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Red cover.	1	
1750-0033	Switch horn button three position DOT/air horn/Q2B.	1	
1750-0046-195	Cab Headlights. Position: lower.	1	
1750-0073-587	Antenna base Tescos P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side forward with coaxial cable terminating at the center of the dash board.	1	
1750-0075	English dominant main cab gauge cluster.	1	
1750-0161	Air compressor, Kussmaul model 091-9B-1, 120V.	1	
1750-0198-A31	Battery charger to be located behind driver's seat.	1	
1750-0199-177	Air compressor to be located up high in officer side wheel well medical cabinet offset forward.	1	
1750-0343	Battery charger E-ONE LPC 20. 120 volt inlet, 20 amp output. Includes status indicator panel.	1	
1750-0429-593	Dual USB charging ports wired battery hot. Location: officer side dash.	2	
1750-0449	Momentary DPF regeneration override switch.	1	
1750-0482	Control push-button switch officer switch panel for Q2B siren.	1	
1750-0483	Control push-button switch on officer's switch panel for Q2B siren brake.	1	
1750-0485	Control push-button switch officer switch panel for air horns.	1	
1750-0554	FireTech LED cab headlights.	1	
1750-0582	Light EON LED (EA) mounted in bench seat riser. The light(s) shall be wired through the compartment door switch(s) or rocker switch as applicable if equipped with cargo nets.	1	
1750-0659-172	Turn signal Federal Signal FireRay model FR6-ARROW LED amber pair located	1	

Salescode	Extended Description	Qty	
CAB ELECTRICAL OPTIONS			
	upper headlight bezel.		
1750-0764	Daytime Running Light TecNiq LED strip (PR) with polished alum housing located between quad headlight bezels (New Typhoon and 100" wide Cyclone only).	1	
1750-0768	TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.	1	
1750-0936	Dome Lts TecNiq Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab. White light wired through door and light assembly switch. Red light through light assembly switch.	1	
BODY COMPT LEFT SIDE			
3100-0153	Driver side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	1	
BODY COMPT RIGHT SIDE			
3120-0283	Officer side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.	1	
BODY COMPT REAR			
3110-0013	Full Height Rear Compartment with Officer Side Storage Tunnel. Includes smooth plate panels and storage access door with push button latch.	1	
3110-0052	Bolt-on diamond plate tailboard (full width of rear compartment). Includes the enhanced extended side compartment frame work and handrails- (2) vertical on trailing edge of body and horizontal mounted handrail(s) below hosebed.	1	
3110-0092	Enhanced Extended Compartmentation stepped down below hosebed level. Includes embossed diamond plate compartment tops.	1	
DOORS			
3300-0019-027	Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.	1	
3300-0021-004	Door roll up short (up to 45") with painted finish ROM. Location(s): L2.	1	
3300-0021-016	Door roll up short (up to 45") with painted finish ROM. Location(s): R2.	1	
3300-0022-003	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L1.	1	
3300-0022-005	Door roll up tall (greater than 45") with painted finish ROM. Location(s): L3.	1	
3300-0022-015	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R1.	1	
3300-0022-017	Door roll up tall (greater than 45") with painted finish ROM. Location(s): R3.	1	
3300-0188-003	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L1.	1	

Salescode	Extended Description	Qty	
DOORS			
3300-0188-004	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L2.	1	
3300-0188-005	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): L3.	1	
3300-0188-015	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R1.	1	
3300-0188-016	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R2.	1	
3300-0188-017	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): R3.	1	
3300-0188-027	Drip pan (E-ONE style) for a roll-up door (EA). Location(s): B1.	1	
3300-0368	Pull-down bungee type straps for full height and high side roll-up door(s) on body / pump module. For use with ROM and AMDOR doors only.	1	
SHELVES			
3370-0245	Permanent fixed shelf. Aluminum or stainless steel body applications. Location:	2	R1 @ OFFSET; R3 @ OFFSET
3370-0246	Adjustable shelf for non-transverse compartments. Location:	3	2 @ L1 FWD; L3 FWD
3370-0247	Tracks for adjustable shelf and/or adjustable tray in a compartment. Location:	2	L1; L3
COMPARTMENT DIVIDERS			
3390-0557	Partition, bolt-in vertical partition wall. Location:	2	L1 - 22`` OFF FWD WALL; L3 - 30`` OFF FWD WALL
TRAYS / TOOLBOARDS			
3380-0498	Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:	1	R3
3380-0507	Pac Trac Vertical hinged swing-out toolboard PM-1000. Hinge along forward compartment wall (unless otherwise stated in location). Includes latch to secure in the closed position that is accessible from the ground. Location:	1	L2
3380-0508	Adjustable heavy duty tool board with 500 lbs. capacity. Includes return style reinforcing bends on vertical front and rear edges of tool board, upper and lower adjustable track and gas shock actuated. Tool board sized to compartment height and depth as applicable. Location:	2	L1 AFT; L3 AFT
COVERS			
3305-0007-000-13	Vinyl Black hose bed cover with attached rear flap(s).	1	
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.	1	
PUMP MODULE			
3130-0167	Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and transverse module(s) if applicable.	1	
3130-0524	Top mount pump module with 20" walkway (excluding cab gap). Extruded aluminum with runningboards and formed side access steps.	1	

Salescode	Extended Description	Qty	
PUMP MODULE			
3130-0533	Pump panel opening is 45" wide. Pumper / tanker only.	1	
3130-0540	Pump module height is 80". Pumper / tanker only.	1	
PUMP PANELS			
3134-0015	Stainless steel TM control panel, driver and officer side pump panels.	1	
3134-0133	Driver and officer side upper pump access panels to be horizontal hinged with stainless steel doors. Includes (2) push-button latches and (2) hold opens for each.	1	
MISC PUMP PANEL OPTIONS			
4460-0003	Pump panel tags color coded per NFPA compliance.	1	
4460-0087	Hose reel blow-out, with Innovative Controls 1/4" valve w/1/4 turn handle.	1	
4460-0088-282	Air outlet with Innovative Control 1/4" valve w/1/4 turn "T" handle and label for: driver's side pump panel.	1	
PUMP MODULE OPTIONS			
3136-0000-372	Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: top mount control panel.	1	
3136-0058	E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.	1	
3136-0138	Pump module storage pan.	1	
3136-0141	Crosslay double 4.25" wide single stack to hold up to 200' of 2.0" DJ (each).	1	
WATER TANK			
4010-0099	Fill tower(s) to be located offset to officer side of water tank.	1	
4010-0179	1030 Gallon "R" Water Tank. UPF Poly III color fill towers. Note: Any foam cell(s) and/or storage options through the tank will reduce the overall water capacity.	1	
TANK PLUMBING			
4450-0010	2" tank fill Akron manual valve.	1	
4450-0119	3" tank to pump Akron manual valve w/4" tank connection.	1	
LADDER STORAGE / RACKS			
3365-0028	Hard Suction Storage Rack. Driver side compartment top. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	1	
3365-0035	Hard Suction Storage Rack. Officer side compartment top. Includes spring hold downs and scuff plates behind spring mounts (as applicable).	1	
3365-0049	Brand of ladders capable of being carried on unit to be Alco-Lite.	1	

Salescode	Extended Description	Qty	
LADDER STORAGE / RACKS			
3365-0086-B03	Pike pole(s) capable of being stored are to be the following length: (1) 10', (1) 8' and (1) 6' pike poles.	1	
3365-0087-Z71	The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.	1	
3365-0149-O97	Storage tunnel capable of holding (1) 2-section, (1) roof, (1) attic, (2) pike poles, (1) backboard in Officer.	1	
HANDRAILS / STEPS			
3330-0073	Step rear intermediate embossed tread plate. Locate rear body. Includes handrail (in place of horizontal hosebed handrail).	1	
3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).	1	
MISC BODY OPTIONS			
3340-0004	Hosebed above the booster tank. Includes forward hosebed and tower(s) cover plate work (as applicable). Hosebed adjustable divider extrusion in the forward area and rearward area of the hose bed to run full width of the hosebed (as is practical with other hosebed mounted equipment).	1	
3340-0035	Divider Long. To run full length of hose bed (front to rear).	1	
3340-0058	Recessed fuel fill driver side wheel well.	1	
3340-0075	Body mainframe and hosebed side assemblies for a 90" high body.	1	
3340-0093	Mud flaps, rear, black with E-ONE logo.	1	
3340-0110	The rear of each hose bed divider to have a hand hold cut-out(s).	1	
3340-0145	Rub rail for the body and pump area module(s).	1	
3340-0520	Smooth plate single axle wheel well painted job color. Includes bolt-on composite wheel well liners and bolt-on polished alum fenderettes.	1	
3340-0681	Body mainframe layout line to be 24". Includes body and all applicable modules.	1	
3340-1648	Anodized aluminum trim on bottom edge of all body compartment openings including pump enclosure if applicable with painted edges.	1	
SCBA BOTTLE STORAGE			
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.	1	
3320-0184-495	E-ONE designed (3) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold	1	

Salescode	Extended Description	Qty	
SCBA BOTTLE STORAGE			
	standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.		
3320-0184-498	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
3320-0184-500	E-ONE designed (3) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottles. Upper storage troughs hold standard size 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5") in each trough.	1	
PUMPS			
4005-0030	Rating 1250 GPM	1	
4005-0195	Hale QFLO 750-1250 GPM pump, single stage. Requires primer option.	1	
PUMP CERTIFICATION			
44375-0000	Pump certification 750-2250 GPM	1	
PUMP OPTIONS			
4015-0008	Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.	1	
4015-0019-202	Valve inlet MIV-M, Hale. Location: driver side pump panel.	1	
4015-0053-198	Steamers to be Flush + 1". Location: driver's side.	1	
4015-0053-199	Steamers to be Flush + 1". Location: officer's side.	1	
4015-0098	Manual operated master pump drain. The master drain shall be clearly marked and placed in accessible location on pump panel.	1	
4015-0210	Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.	1	
4015-0242	Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.	1	
INTAKES			
4440-0004-202	2.5" side suction top mount control handle Akron manual valve. Location: driver side pump panel.	1	
INTAKE OPTIONS			
4445-0009	Intake relief valve, Akron.	1	

Salescode	Extended Description	Qty	
DISCHARGES AND PRECONNECTS			
4415-0008	1.5" Front bumper discharge Akron manual valve.	1	
4415-0012-654	1.5" Crosslay with Akron manual valve. Location: crosslay 1 & 2.	2	
4415-0014-581	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 1.	1	
4415-0014-582	2.5" Left Pump Panel Discharge Akron Manual Valve. Location: left side discharge 2.	1	
4415-0016-584	2.5" Right Pump Panel Discharge Akron Manual Valve. Location: right side discharge 2.	1	
4415-0022-350	2.5" Left Rear Discharge Akron Manual Valve. Location: left rear discharge.	1	
4415-0034-583	3" Right Pump Panel Discharge Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.	1	
4415-0041	3" Deck Gun Discharge, Akron manual valve. (outlet shall terminate with MNPT threads unless extend gun is install)	1	
4415-0176-210	Brass Swivel in Tray center front bumper for Front Bumper Discharge.	1	
4417-0106-L65	Deck gun piping to be positioned centered in deck gun channel.	1	
DISCHARGE OPTIONS			
4417-0177	Innovative Controls 3/4" bleeder/drain valve include 1/4 turn T-handle.	9	
4417-0182	TM Valve controls to be Innovative Controls T-handles with grip activated lock.	12	
4417-0186	Innovative Controls discharge and intake bezels with color code and verbiage for top mount pump panel.	1	
4417-0246	Dealer/Customer installed monitor, make and model as specified.	1	
BOOSTER REEL			
4405-0020	Booster Reel. Reel to have capacity of 200' of 1" (not included). Requires rewind switch selection. Locate rear body compartment.	1	
PRESSURE GOVERNORS			
4465-0017	FRC PumpBoss pressure governor PBA400 series. Includes engine monitor gauges.	1	
GAUGES			
4435-0034	Fuel level gauge on pump operator's panel.	1	
4435-0246	2.5" Innovative Controls stainless steel case pressure gauge (0-400) with color code bezel.	9	
4435-0247	4" Innovative Controls stainless steel case master pressure gauges with bezel. Intake 30-0-400, and discharge 0-400.	1	

Salescode	Extended Description	Qty
GAUGES		
4435-0347-527	IC 10 LED SL series/Whelen PSTank2 water tank level gauge package. Location of Whelen PSTank2 Strip Lights: each side of cab rear of front doors.	1
ELECTRICAL SYSTEMS		
5010-0036	V-MUX Electrical system for pumpmer / tanker / rescue.	1
5010-0049	Vehicle data recorder - 2009 / 2016 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.	1
5010-0055-649	Vista IV display for V-MUX electrical system. Location: driver's side engine cover.	1
5010-0094	Nanoprotech corrosion inhibiting spray coating to be applied on all exposed electrical connections.	1
LIGHT BARS		
5300-0413	Light bar Federal Signal Navigator model NVG73-EONE 73" with (10) red (without front vista windows) or (8) red (with front vista windows) and (2) white Quadraflare LED lights. Location: Centered on the front cab roof.	1
5300-0548	2" standard mount for front Federal Navigator light bar (PR).	1
WARNING LIGHT PACKAGES		
5550-0067	Flash rate for Federal QuadraFlare and/or FireRay LED lower level warning lights to be set at QuadFlash 75 - Simultaneous.	1
5550-0494-535-4U	Federal Signal LED lower level warning light package. Includes (8) FireRay model FR6 LED light heads with bezels and (2) MicroPulse Ultra LED model MPS3 Ultra light heads. Color: Red with red lenses. Locate side facing lights: at forward most position, centered in rear wheel well, and side facing at rear of body in rubrail if equipped. Note: MicroPulse Ultra Series lights are only available with clear lenses.	1
WARNING LIGHTS		
5600-0105-170	Hazard (door ajar) light 2" LED. Location: center overhead.	1
5600-0904-C51-4U	Federal Signal PRO LED beacon. Model 300TMP (PR) Red with red lenses. Location: (1) each side of body on rearward compartment top.	1
DIRECTIONAL LIGHT BARS		
3340-0125	Smooth plate sanded box for recessed directional light bar on rear body.	1
5310-0020-847	Directional light bar control is to be located center overhead console offset to officer side.	1
5310-0045	Light bar Federal Signal Master Viper EXT LED 31" with 6 lights.	1
SIRENS		

Salescode	Extended Description	Qty	
SIRENS			
5500-0009	Federal PA300 electronic siren recessed mounted.	1	
5500-0010-209	Federal Q2B siren - flush mounted in bumper. Location: driver side front bumper. Requires activation switch.	1	
5500-0024-170	The primary electronic siren control is to be located center overhead.	1	
SPEAKERS			
5510-0029-211	Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.	1	
DOT LIGHTING			
5150-0017	License plate light LED with chrome housing located at the rear of the body.	1	
5150-0151	Marker light package cab / body LED. Body lights to be .75" Dia TecNiq for custom pumps and tankers.	1	
5150-0206	Federal Signal FireRay LED vertical mount tail lights. Includes LED stop/tail, arrow turn and back-up lights with vertical 3 housing and weatherproof connectors.	1	
LIGHTS - COMPARTMENT, STEP & GROUND			
5380-0280	Ground light package TecNiq T440 4" LED - large.	1	
5380-0281	Light recessed step TecNiq T440 4" LED. Locate one each side of top mount walkway.	1	
5380-0311	Compartment light package Hansen LED for medium bodies. Includes two lights per compartment (four if transverse).	1	
5380-0315	Compartment light Hansen white LED for medical cabinet (EA).	2	
LIGHTS - DECK AND SCENE			
5390-0007	Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.	1	
5390-0251	Hose bed light Federal Signal 64LEDSCENE. Locate at the front area of hose bed. Switched with work light switch in cab.	1	
5390-0280-396	Federal Signal FireRay model FR6LEDSCENE LED scene light (PR) with weatherproof connectors. Includes switch accessible to driver (driver and officer side lights switched separately). Locate (1) each side rear compartment face up high.	1	
5390-0407	Crosslay lights TecNiq model P02 2-LED (PR) with white housings and flood lenses. Locate on each side at rear of crosslay (SM) or forward of crosslay (TM) approx. 16" from side of body.	1	
LIGHTS - NON-WARNING			

Salescode	Extended Description	Qty
LIGHTS - NON-WARNING		
5400-0003	Engine compartment light (EA).	1
5400-0010	Incandescent pump compartment light (EA).	1
5400-0260	TecNiq model E10 pump panel LED light package - top mount. Includes (2) lights per side pump panel and (3) lights for top mount panel. Side pump panels over 45" wide may require additional lights. Top mount only.	1
CONTROLS / SWITCHES		
5100-0022-G61	Push-button hose reel switch. Location: B1 bracket mounted on officer side wall.	1
5100-0165	Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.	1
CAMERAS / INTERCOM		
5350-0070	Voyager back-up camera. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.	1
MISC ELECTRICAL		
5110-0017	Back-up alarm 97 dB.	1
5110-0219-762	Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.	1
LIGHTS - AREA		
5450-0321	FireTech 75" 12V brow light with integrated marker lights and black housing. Includes switch accessible to driver. Replaces front brow marker lights. Requires special bracket 5450-0340 on aerials with waterway trough. Not available on aerials with deep trough.	1
5450-0395-493	FireTech 35" 12V mini brow light with black housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: driver and officer side over rear cab door	2
ELBOWS		
7400-0004	Elbow 30 degree chrome swivel w/2.5"FNST x 2.5"MNST.	3
GROUND LADDERS		
7800-0007	Alco-Lite PRL-14' roof ladder.	1
7800-0016	Alco-Lite PEL-24' 2-section extension ladder.	1
7800-0032	Alco-Lite FL-10, 10' folding ladder w/safety shoes.	1
MISC LOOSE EQUIPMENT		
7900-0014	DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors	1

Salescode	Extended Description	Qty
MISC LOOSE EQUIPMENT		
	with carrying case. This kit is for the end user and is to remain with the truck.	
EXTERIOR PAINT		
8100-0064	Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon, legacy Cyclone and 100" wide Cyclone cabs w/o 4" front raised roof.	1
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.	1
8100-0087	Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Two-tone cab color.	1
8100-0108	Front wheels to be painted on the inboard side (same color as outboard side).	1
8100-0109	Rear wheels (4) to be painted on the inboard side (same color as outboard side). Includes outboard side of the inboard wheels.	1
8100-0116	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels.	1
8100-0176-000-7W	Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: As Specified.	1
8100-0177-000-7W	Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted As Specified.	1
8100-0182-000-7W	Paint Body - Small - For Pumpers, Rear Mounts, S/A Tankers/Wetsides and Rescues. Sikkens paint (non-metallic color). Color: As Specified.	1
8100-0186-000-39	Paint exterior surface of outer steel wheels. Sikkens paint. Color: Job Color.	1
8100-0222	Paint roll up door header plate(s) job color for all painted roll-up doors.	1
8100-0416	Front cab grille mesh painted with the waving United States flag.	1
INTERIOR PAINT		
8150-0011	The interior of the cab to be painted Zolatone gray.	1
8150-0024	The lower area of the painted cab interior door panels to be masked off and left un-painted for reflective material.	1
PROTECTIVE COATINGS		
8175-0086-000-39	The top perimeter of the bumper to have Job Color Scorpion finish. Includes top lip, radius, and approx. 1" down. Requires formed heavy duty bumper.	1
LETTERING		
8200-0116	Shade and/or outline (EA) for letters as specified by the customer.	80
8200-0117	Sign Gold Letter (Each) upto 6" tall. The exact size and location of the letters as	60

Salescode	Extended Description	Qty	
LETTERING			
	specified by the customer.		
8200-0118	Sign Gold Letter (Each) upto 12" tall. The exact size, color and location of the letters as specified by the customer.	20	
STRIPING			
8300-0042	White rubrail scotchlite insert.	1	
8300-0084-000-G6	Chevron "A" style 6" printed sheet Scotchlite striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Lemon Yellow.	1	
8300-0331	Single NFPA Scotchlite Stripe - up to 6" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.	1	
8300-0334	Additional NFPA Scotchlite Stripe - upto 3" wide on cab and the body. Design, size, color and location as specified by the customer.	2	
8300-0338	Paint break Scotchlite cab stripe - 3/4" wide with customer specified color. To be located above existing paint break.	1	
8300-0381	Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with 2016 NFPA 1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.	1	
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GRAPHICS			
8400-0017-1V4	A customer logo supplied to E-ONE in a digital format. Location: reference graphics layout drawing.	2	
8400-0060	Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.	1	
WARRANTY / STANDARD & EXTENDED			
9100-0101	Meritor 5 year / unlimited miles parts and labor warranty for front non-drive axle. Exceptions: MFS rated at 22,800 includes a 2 year / 200K miles parts and labor warranty and a front drive axle includes a 2 year / unlimited miles parts and labor warranty.	1	
9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	
9100-0117	General One (1) year or 24,000 Miles Limited Warranty (RFW00001)	1	
9100-0126	Custom chassis One (1) Year or 18,000 Miles Limited Warranty (RFW0101).	1	
9100-0131	Regulated Emissions Systems Five (5) Years or 100,000 Miles Limited Warranty (RFW0140). N/A for California. For units going to California use 9100-0162 with L9 and 9100-0163 with X12/15.	1	

Salescode	Extended Description	Qty	
WARRANTY / STANDARD & EXTENDED			
9100-0132	Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).	1	
9100-0134	Frame Assembly Structural Twenty (20) Years or 100,000 Miles Limited Warranty (RFW0304).	1	
9100-0136	Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).	1	
9100-0138	Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).	1	
9100-0139	Plumbing and piping (Stainless Steel) Ten (10) years or 100,000 Miles Limited Warranty (RFW0800).	1	
9100-0140	Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).	1	
9100-0151	Frame Rail Corrosion (Zinc Plate and Powder Coat) Twenty Fire (25) Years or 150,000 Miles Limited Warranty (RFW0316).	1	
SUPPORT, DELIVERY, INSPECTIONS AND MANUALS			
9300-0009	Manuals, Operator and Service in digital format.	1	
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0016	Approval Drawings-Standard.	1	
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	
9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	
Dealer Supplied Equipment			

Current Date: 03/25/2022

Customer Information

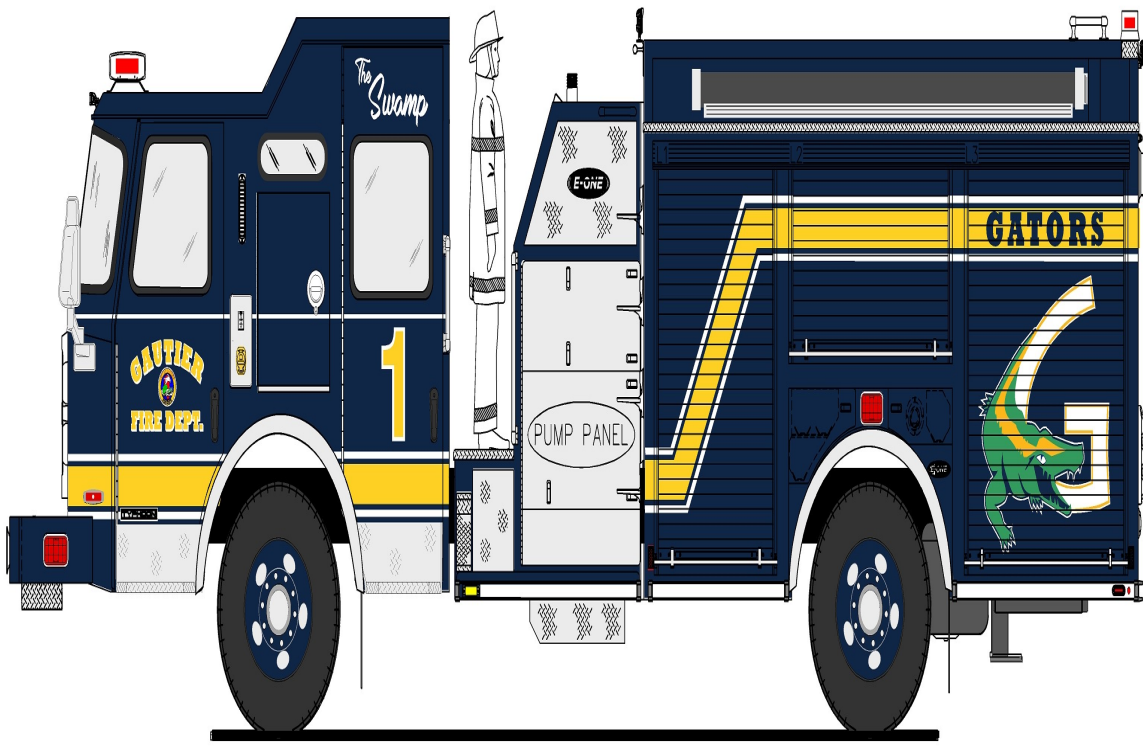
Gautier Fire Department

Shipping Information

Quote No: 10042-0001

Job/Order No: Ref. Q117156

PART NO	DESCRIPTION	QTY
01-30-3400	Adapter, TFT, AA1HSP-NR, 4.5" FM x 4" Storz	1
03-07-1300	Axe, Leatherhead FAY-6 6# Flat Head Yellow	1
03-07-1800	Axe, Leatherhead PAY-6 6# Pick Head Yellow	1
03-10-1500	Axe Mounting Bracket, Set (6# axe only)	2
09-01-1500	Tool Mnt, PAC 1004, Handlelok, Clamp, Adj .125"-1.75"	2
17-10-2700	Halligan Bar, Leatherhead LB-36 36"	1
23-01-1100	Elbow, TFT, AH3SP-NJ, 2.5"F x 4" Stz	1
24-01-0100	Handlight, Streamlight 44451 Fire Vulcan LED Litebox with Truck Charger	2
35-05-8400	Hose, SnapTite 8D17X50*15N, 1.75"x50', Coated, DJ 1.5" Cplgs	12
35-05-8500	Hose, SnapTite 8D25X50W25N, 2.5"x50', White, DJ	8
37-01-5100	Hose, SnapTite, HFX40X100*40S, 4" x 100', 4" Stz cplgs	13
37-01-5500	Hose, SnapTite HFX40X25*40S, 4" x 25', 4" Stz cplgs	1
60-01-5900	Nozzle, TFT, DS1040P, 1" Twister, Grip Dual Gal, 10/40 GPM	1
60-90-1403	Shutoff, TFT, F140FP, 1.5", Pistol Grip	1
61-61-0001	Nozzle, TFT WorkingFire, WF1GF1-226, Grip, 160@50	3
61-61-0002	Nozzle, TFT WorkingFire, WF1TF1-226, Tip Only, 160@50	1
63-05-1500	NY Hook, Leatherhead 6' Black, Chisel End	1
63-05-1600	NY Hook, Leatherhead 10' Black, Chisel End	1
69-01-1400	Salvage Cover, Husky HTV 12 x 14 18 oz Vinyl	2
75-10-1500	Siamese, TFT, AY9SP-NJ, gtd, 4" Stz S x (2) 2.5" F NH S	1
77-30-1100	Spanner Set, TFT, A3810, 4 Spanners, Bkt	1
77-30-1400	Spanner Set, TFT, A3845, 2 Spnr, 3835 Hyd, Bkt	3
89-10-1100	Wye, TFT, AYNJ-NF, 2.5"x(2)1.5"M, Gated	1
90-00-0001	Ball Intake Valve, TFT, NewForce, ABD3SP-NX, 4" Stz x 6" F NH w/ PRV	1



GAUTIER FIRE DEPARTMENT
Gautier, Mississippi



**CITY OF GAUTIER
Consent Agenda Item #12
Fact Sheet**

Council Meeting:
Title:

April 5, 2022
Authorization to approve the proposal by Philadelphia Insurance Companies for Gautier's Youth Baseball & Softball league - participant accidental insurance policy

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Authorization to approve the proposal by Philadelphia Insurance Companies for Gautier's Youth Baseball & Softball League - participant accidental insurance policy

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2022

WHEREAS, HUB International currently serves as the City's "Broker of Record" in regards to Property and Casualty Insurance; and

WHEREAS, HUB International has negotiated participant accidental insurance coverage with numerous insurance providers and presented the best rate and coverage options to the City Manager for approval; and

WHEREAS, the City has determined that insuring the Gautier's Youth Baseball and Softball league satisfies the requirements made by Mississippi High School Activities Association and is the most economically feasible option; and

WHEREAS, the total premium to provide coverage for participant accidental insurance coverage is \$300.00.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the proposal received from Philadelphia Insurance companies to purchase participant accidental insurance coverage to insure Gautier's Youth Baseball and Softball league is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 5, 2022.



Gautier Youth Baseball & Softball League

Participant Accident Insurance Quotation

March 30, 2022

Coverage, Benefits & Limits

Accident Medical Expense:	\$25,000 (per Participant, per Accident)
Accident Medical Expense Aggregate:	No Aggregate
Benefit Amount:	100% of Usual & Customary Charge
Accident Dental Expense:	Included in Medical
Deductible:	\$0
Deductible Type:	None
Benefit Period:	1 year
Plan Type:	Full Excess
Accidental Death:	\$25,000
Accidental Dismemberment:	Up to \$50,000 per Schedule of Covered Losses
Accidental Paralysis:	\$50,000
AD&D and Paralysis Aggregate:	\$500,000 (per Accident)

Premium

Policy Premium:	\$300.00
Minimum and Earned Policy Premium:	\$300.00

Eligible Persons

Registered participants of the Policyholder, up to age 12. Registered instructors, referees, staff members or volunteers of the Policyholder performing their assigned duties during a Covered Activity.

Covered Activities

Participation in and attendance at the following Policyholder Supervised and Sponsored activities: Baseball & Softball.

Underwriting & Administration

The plan is underwritten by Philadelphia Indemnity Insurance Company (PIIC). PIIC is rated, A++, Superior, by A.M. Best & Company. If the terms are acceptable, we will issue the policy to the agent. The invoice will be issued on a direct bill basis to the agent's customer. Claims are administered by NAHGA Claim Services, Inc. of Bridgton, Maine.

This quotation is based upon the underwriting information submitted. Changes to the underwriting information must be reported and may affect quotation.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 5, 2022**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
