

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 21, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.
2. Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.
3. City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.

IV. Presentation Agenda

1. Arbor Day Proclamation

V. Business Agenda

1. Approval of a Resolution requesting Local and Private Legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a Public/Private Partnership Agreement with Unlimited Play for construction of an Inclusion Playground

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration of a Conditional Use-Major Permit that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road, Gautier, MS (GPC #23-02-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration of a Conditional Use-Major Permit that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road, Gautier, MS (GPC #23-03-CU)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to acknowledge bids and award the contract for the College Park, Guillotville Road, and Valleywood Subdivisions Project to Suncoast Infrastructure, Inc.

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. 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 February 7, 2023
2. Receive January 2023 Privilege License Reports
3. Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Citywide Lift Station Upgrades Project
4. Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Main Rehabilitation Project
5. Authorization for placement of three (3) temporary speed bumps
6. Approval of a Non-Exclusive Facility Use Agreement with P360 Performance Sports for Buddy Davis Park
7. Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights
8. Approval of a software license agreement between PM AM HCM and the Gautier Police Department
9. Approval of the Resolution authorizing designated vehicles to be unmarked
10. Approval of a Non-Exclusive Facility Use Agreement with Diamond Dawgs Softball Organization for Buddy Davis Park

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 March 7, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 21, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.
2. Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.
3. City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!



**23
FEB**

11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

**Havens , Burger Box,Keepin it Tasty, Frankie Faye's
Meatbawls, Los Sarapes, The Peanut Man, Mama Red's Grill
Sugar Beans, Mann's Kettle Corn, Bryan's Steamer
Granny's Delicious Hotdogs, Manna Time, Sippin Slush,
Kickin' Lickin' Good**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS



GAUTIER SENIOR CENTER PAINT & SOCIALIZE

**FREE EVENT!!
LIMITED SEATING..
TO RESERVE YOUR
SPOT CONTACT
RECREATION DEPT
MICHELE
228-497-2244**

**FEB. 28TH
1pm- 3pm**



**Come enjoy coffee,
donuts, and fellowship.
Supplies/Refreshments
will be provided.**



Gautier Senior Center 914 De La Pointe Dr.

CITY OF GAUTIER OUTDOOR MOVIE NIGHT

EASTER EGG
HUNT
STARTS AT
6PM



FREE
EVENT



SATURDAY MARCH 25TH 7:00 PM

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

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 21, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Arbor Day Proclamation

NOTES:



City of Gautier Proclamation For Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT ENACTED by the City of Gautier, Mississippi, do hereby proclaim February 24, 2023 as “**ARBOR DAY**” and urge all Citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being for this and other generations.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the **24th of February 2023**.

Casey Vaughan, Mayor

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

Council Meeting:
Title:

February 21, 2023
Approval of a Resolution requesting Local and Private Legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a Public/Private Partnership Agreement with Unlimited Play for construction of an Inclusion Playground

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of a Resolution requesting Local and Private Legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a Public/Private Partnership Agreement with Unlimited Play for construction of an Inclusion Playground

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 000-2023

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER REQUESTING LOCAL AND PRIVATE LEGISLATION AUTHORIZING THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, TO ENTER INTO A PUBLIC/PRIVATE PARTNERSHIP AGREEMENT WITH UNLIMITED PLAY FOR CONSTRUCTION OF AN INCLUSION PLAYGROUND; AND FOR RELATED PURPOSES.

WHEREAS, the governing authority of the City of Gautier, Mississippi, desires to enter into a public/private partnership with Unlimited Play for construction of an inclusion playground; and

WHEREAS, adoption of the attached local and private legislation would greatly assist the City in achieving this goal; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Mayor and Council of the City of Gautier, Mississippi, that the Legislature is urged to adopt the attached local and private legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a public/private partnership with Unlimited Play for construction of an inclusion playground; and for related purposes.

IT IS FURTHER RESOLVED that the City Clerk is directed to send a certified copy of this Resolution to the Speaker of the House, the Lieutenant Governor, and all members of the State Senate and House of Representatives who represent the City of Gautier.

The motion to approve the foregoing resolution 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 February 21, 2023.

By:

To: Local and Private

_____ BILL NO.

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, ENTER INTO A PUBLIC/PRIVATE PARTNERSHIP TO CONSTRUCT INCLUSION PLAYGROUND; AND FOR RELATED PURPOSES

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, the following terms shall have the following meanings unless a different meaning is clearly indicated by the context in which they are used:

- (a) "City" means the City of Gautier, Mississippi.
- (b) "Unlimited Play" means Unlimited Play, Inc., a non profit 501(c)(3) entity organized under the laws of the State of Missouri, that builds universally accessible playgrounds to promote health and wellness while transforming communities by providing the freedom of play for all children and families.
- (c) "Governing authorities" means the Mayor and Council Members of the City.
- (d) "Inclusion playground" means a playground which allows participants to play and interact with children of all levels and abilities.
- (e) "The Property" means certain real property owned by the City of Gautier in the Town Commons Park.

SECTION 2. The City, acting through its governing authorities, is authorized and empowered to enter into a public/private partnership with Unlimited Play to construct an

inclusion playground on real property owned by the City within the Town Commons Park in Gautier, Mississippi.

SECTION 3. (1) The City acting through its governing authorities, is authorized and empowered to partner with Unlimited Play wherein Unlimited Play will design/build an inclusion park in the Town Commons Park with funding from a variety of sources, including municipal funds, State funds, and private donors, after which, Unlimited Play will donate the playground to the City; and for related purposes.

(2) At no time during the partnership shall the design/build of the inclusion playground be deemed public construction under state law.

(3) At no time during the partnership shall the construction of the inclusion playground be subject to the constraints of Miss. Code Ann. § 31-7-13, et seq.

SECTION 4. This Act shall be deemed to be full and complete authority for the exercise of powers granted under this Act and shall not be in derogation of any existing law of this state, but shall be considered additional, supplemental, and alternative to any other authority granted by law.

SECTION 5. This Act shall take effect and be in force from and after its passage.

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

Council Meeting:
Title:

February 21, 2023
Consideration of a Conditional Use-Major Permit that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road, Gautier, MS (GPC #23-02-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road, Gautier, MS (GPC #23-02-CU) (PID #81831440.001)

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 000-2023

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 23-02-CU**

**1017 De La Pointe – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #81831440.001**

WHEREAS, an application for a Conditional Use-Major Permit to allow a church in a C-3 Highway Commercial Zoning District was submitted by Denise Bridgett – Gods Church Global Training Center; and

WHEREAS, the parcel subject to this Permit is located at 1017 De La Pointe, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its February 2, 2023 meeting, held a public hearing on this matter; and

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

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a church, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a church in a C-3 Highway Commercial Zoning District.

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

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

Motion was made by **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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2023
Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001, (GPC #23-02-CU)

REQUEST:

The Planning Department has received a request from Denise Bridgett – Gods Church Global Training Center for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001 (GPC #23-02-CU). The application fee of \$250 was paid on December 19, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.
Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)
General features of the proposed project: Total Area: Approximately 0.39 Acres
Existing building on property
Existing Zoning – C-3 Highway Commercial (See Exhibit B)
Existing Land Use – Vacant Building
Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes, Commercial Property Zoning

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

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

Applicant Response: This project is compatible with the present developments that are already in the vicinity by:

Density, bulk, and intensity of structures: there will be no change because it is an existing building. Parking: the existing driveway/parking area will be used. No further parking spaces are required. Other uses: the property will be used for church services only, as has been previously established.

Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.

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

Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or

cause a detriment to the surrounding properties.

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

Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

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

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

Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

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

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

Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.

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

Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.

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

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

Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.2.23 (#23-02-CU)
2. Complete Packet 23-02-CU

Excerpt from February 2, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road. PID #81831440.001, (GPC #23-02-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the existing building has been used as a church before but lost its grandfathered status or legal non-conforming use at some point. The use as a church was established before the Unified Development Ordinance (UDO) was adopted and has never been approved as a Conditional Use. It will need a Conditional Use to be used as a church.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.39 Acres
Existing building on property
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Vacant Building
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes, Commercial Property Zoning

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c)

other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: This project is compatible with the present developments that are already in the vicinity by:

- a. Density, bulk, and intensity of structures: there will be no change because it is an existing building.*
- b. Parking: the existing driveway/parking area will be used. No further parking spaces are required.*
- c. Other uses: the property will be used for church services only, as has been previously established.*

Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.

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

Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

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

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

Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

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

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

Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

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

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

Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.

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

Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.

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

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

Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present her case.

Denise Bridgett, representative for Gods Church Global Training Center, stated that they had purchased the building and wanted to use it as a church.

Commissioner Hoover asked if they would be doing any modifications to the building.

Ms. Bridgett said they would be doing some repairs to bring the building up to code but no additions.

Commissioner McManus noted that it was called a training center and asked if there would only be Sunday services or would something be going on Monday thru Friday.

Ms. Bridgett said there would only be Sunday services at this time. They may add Wednesday services later. She explained that it is called a training center because they basically train leaders to go out to different areas of the community.

Chairman Jamison asked how many people were expected on a Sunday morning because there wasn't a lot of parking.

Ms. Bridgett said that right now there are about 15 to 20 people, but they were hoping to have maybe 30 to 40 since they would have more room. They are currently holding meetings at different homes. She said there would not be that many cars because she was counting children also.

Mr. Ankerson stated that Staff would look at the parking situation before permitting and that the Fire Marshall would have to look at the building and determine maximum occupancy.

Daniel Whyte, who owns property just south of the property in question, stated that he was not opposed to the church but wondered what having a church abutting his property would restrict him to on his property. He stated that someone had asked him about placing a Medical Marijuana facility on his property.

Josh Danos, City Attorney, advised that State law would not allow a Medical Marijuana facility within 500 feet of a church.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.

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

AYES: **Ricky Decoteau**
 Kay C. Jamison
 DeAnna McManus
 Chris Hoover
 Josh Ward
 William Davis

ABSENT: **Paul Gainer**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 2, 2023

GPC #23-02-CU

Denise Bridgett – Gods Church Global Training Center

1017 De La Pointe Drive

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001, (GPC #23-02-CU)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission
From: Scott Ankerson, Planning Director
Date: January 19, 2023
Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. (GPC #23-02-CU)

REQUEST:

The Planning Department has received a request from Denise Bridgett – Gods Church Global Training Center for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001 (GPC #23-02-CU). The application fee of \$250 was paid on December 19, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.39 Acres
Existing building on property
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Vacant Building
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes, Commercial Property Zoning

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

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

Applicant Response: This project is compatible with the present developments that are already in the vicinity by:

- a. Density, bulk, and intensity of structures: there will be no change because it is an existing building.*
- b. Parking: the existing driveway/parking area will be used. No further parking spaces are required.*
- c. Other uses: the property will be used for church services only, as has been previously established.*

Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.

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

Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

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

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

Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

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

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

Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

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

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

Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.

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

Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land

with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.

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

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

Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

23-02-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	<u>P</u>	\$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		FEE:
Conditional Use - Minor	_____	\$250.00

Name of

Applicant: Denise Bridgett

Name of Business: Gods Church Global Training Center Phone: (228) 219-2002

Property Address: 1017 De La Pointe Dr. Mailing Address (if Different): 8114 Fairway Villa Dr.

E-Mail Address: godschurch2021@gmail.com

Proposed Use Requiring Conditional Use: C-3 Church (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Answers to the Criteria for Approval (see attached).
- ✓ 2. Project Narrative (see attached).
- ✓ 4. Diagram of intended use (see attached).
- NA 4. Copy of protective covenants or deed restrictions, if any.
- NA 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- NA 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- NA 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Denise Bridgett Date of Application: 12/19/2022

FOR OFFICE USE ONLY	
Date Received <u>12-19-22</u>	Verify as Complete <u>Bals</u>
Fee Amount Received <u>\$251.00</u>	Initials of Employee Receiving Application <u>BL</u>

Feb 2

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL - NARRATIVE – We'll only have church services at this location. We are a very small congregation with less than 30 people. We have no plan for outdoor storage at this location or any activities requiring outdoor seating. We do not need large vehicles past a U-Haul truck to move into the building.

1. Yes, Commercial Property Zoning
2. This project is compatible with the present developments that are already in the vicinity by:
 - a. density, bulk, and intensity of structures: there will be no change because it is an existing building.
 - b. parking: the existing driveway/parking area will be used. No further parking spaces are required.
 - c. other uses: the property will be used for church services only, as has been previously established.
3. Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park, and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

The building has been used as a church previously. Our operating hours are Sundays @ 10 am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

4. Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.
5. We will not make any changes whatsoever, this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.
6. Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.
7. Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences, or other nuisances.
8. I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provisions.

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE \$ 26.00
MINERAL TAX \$0.00
202226507
BK: 2100 PG: 767 - 769
12/05/2022 12:45:41 PM 3 PG(S)
Receipt # 28445

Prepared by and Return to:
Nicole W. Sullivan, MSB #105498
Coast Title Company, LLC
101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: 228-334-5122

INDEXING INSTRUCTIONS: A parcel of land situated in Section 31, T7S, R6W, Jackson
County, Mississippi

COVER PAGE FOR WARRANTY DEED

GRANTOR(S):

WHYTE & SONS LLC,
a Mississippi Limited Liability Company
108 Sea Glass Loop
Ocean Springs, MS 39564
Telephone: (228) 324-4410

GRANTEE(S):

GODS CHURCH GLOBAL TRAINING CENTER
1017 De La Pointe Drive
Gautier, MS 39553
Telephone: 228-219-2002

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **WHYTE & SONS LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** does hereby grant, bargain, sell, convey and warrant unto **GODS CHURCH GLOBAL TRAINING CENTER**, that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

A TRACK OF LAND SITUATED IN FRACTIONAL SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, GAUTIER, JACKSON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 31; THENCE SOUTH 89 DEGREES 43 MINUTES WEST 2.04 FEET TO THE EAST RIGHT-OF-WAY OF SHAW ROAD; THENCE NORTH 1 DEGREE 06 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY OF SHAW ROAD 83.90 FEET TO A SET 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY OF DE LA POINTE ROAD; THENCE NORTH 86 DEGREES 55 MINUTES EAST ALONG THE SOUTH RIGHT-OF-WAY OF DE LA POINTE ROAD 263.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE 332.05 FEET, SAID CURVE HAVING A RADIUS OF 3225.73 FEET AND A CHORD BEARING NORTH 89 DEGREES 51 MINUTES 57 SECONDS EAST 331.90 FEET TO A SET 1/2" REBAR AT THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN DEED BOOK 1573, PAGE 788, AND TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 120.01 FEET TO A SET 1/2" REBAR; THENCE SOUTH 0 DEGREES 24 MINUTES EAST 140.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 86 DEGREES 07 MINUTES 10 SECONDS WEST 120.00 FEET TO A SET 1/2" REBAR; THENCE NORTH 0 DEGREES 24 MINUTES WEST 140.00 FEET TO THE POINT OF BEGINNING.

This conveyance is subject to all covenants, easements, restrictions, reservations, and other matters of record, all zoning and building laws, rules and regulations and ordinances, and all matters that would be disclosed by an accurate survey of said property.

Taxes for the year 2022 have been pro-rated between the parties and the payment of same when due on January 1, 2023, shall be the responsibility of the Grantees herein.

WITNESS THE SIGNATURE(S) OF THE GRANTOR(S), on the 2 day of December, 2022

WHYTE & SONS, LLC,
a Mississippi Limited Liability Company

By: *Ann Whyte*
ANN WHYTE, MEMBER

By: *Dan Whyte*
DAN WHYTE, MEMBER

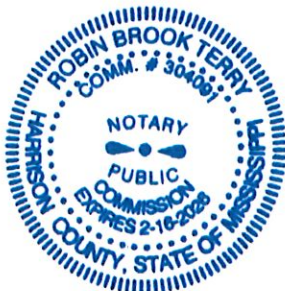
STATE OF MISSISSIPPI

COUNTY OF JACKSON

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Ann Whyte and Dan Whyte who acknowledged that they are Members of Whyte & Sons, LLC, a Mississippi Limited Liability Company, acknowledged to me that they executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as its true and voluntary act and deed.

Given under my hand and official seal of office, this the 2 day of December, 2022.

Robin Brook Terry
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/16/2026



COMMONWEALTH LAND TITLE

INSURANCE COMPANY
OWNER'S POLICY

SCHEDULE A

Office File No.: 22-643

Owner Policy Number: 81306-229188168
Simultaneously Issued with Policy No.:

(For information only)

Address Reference: 1017 De La Pointe Drive, Gautier, MS 39553

Amount of Insurance: \$40,000.00

Premium: \$160.00
Endorsement Premium: \$0.00

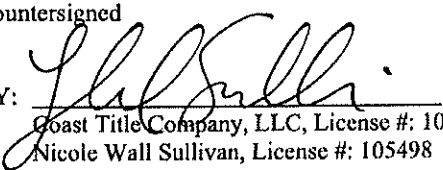
Date of Policy: December 5, 2022 at 12:45pm

1. Name of Insured:
GODS CHURCH GLOBAL TRAINING CENTER
2. The estate or interest in the Land that is insured by this policy is:
fee simple
3. Title is vested in:
GODS CHURCH GLOBAL TRAINING CENTER
4. The Land referred to in this policy is described as follows:
The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Direct Claim Inquiries to:
Claims Dept, P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned

BY:


Coast Title Company, LLC, License #: 105498
Nicole Wall Sullivan, License #: 105498
Authorized Signatory

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

ALTA Owner's Policy (6/17/06)
Mississippi

81831440.001 WHYTE & SONS LLC

PIDN: 81831440.001

GISP: 769.31-03-0010.00

Owner Information

Percent of Ownership: 100

Name: WHYTE & SONS LLC

Name 2:

Mailing Address: 108 SEA GLASS LOOP
OCEAN SPRINGS MS
39564

Site Address: 1017 DE LA POINTE DR GAUTIER

Land Information

Section: 31 Acreage: 0.39

Township: 7

Range: 6

Street Name DE LA POINTE
DR

Value and Tax Information

Total Assessed Value: 16127

Total Appraised Value: 107516

Improvement Value: 69296

Land Value: 38220

Tax Amount: 2318

SQ FT: 1792

Year Built: 1970

Legal Description

Description: COM NWC SE1/4 SW1/4 N 89 DEG W 2
.04' N 1 DEG W 83.90' TO S/M RD
ELY ALG S/M 716' TO POB S 140' N
85 DEG W 120' N 140' TO S/M RD
ELY ALG S/M 120' TO POB DB 1976-
861 (10 MAP769.31-03)

Deed Book / Page: 1976 / 861

81831440.001 WHYTE & SONS LLC







NOT FOR SALE

\$115,829

ZOWIE VALUE ⓘ

Last evaluated 12/14/2022

HIGH RANGE

LOW RANGE

1017 De La Pointe Dr
Gautier, MS 39553

Religious, Church, Worship (Synagogue, Temple, Parsonage)
Residence

0 Beds
0 Baths



What's Your Home Worth ?

Enroll to receive a free monthly professional-grade estimate of your home's value*

First Name * Last Name *

Email Address *

I'm the owner

Yes

No

Need

X

I'm not a robot

RECAPTCHA

1017 De La Pointe Dr	Land Use	Religious
COM NWC SE1/4 SW1/4 N 89 DEG W 2.04 N 1 DEG W 83.90' TO S/M RD ELY ALG S/M 716 TO POB S 140' N 85 DEG W 120' N 140' TO S/M	Zoning	X
Jackson	Flood Zone	28059C0319G
Mississippi	Tax Year	2021
0.39	Assessed Year	2021
Other Market Areas	Census	0410004005
Gulfport-Biloxi-Pascagoula, MS	TOTAL SQ FT	1,792
8-18-31-440.001		

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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

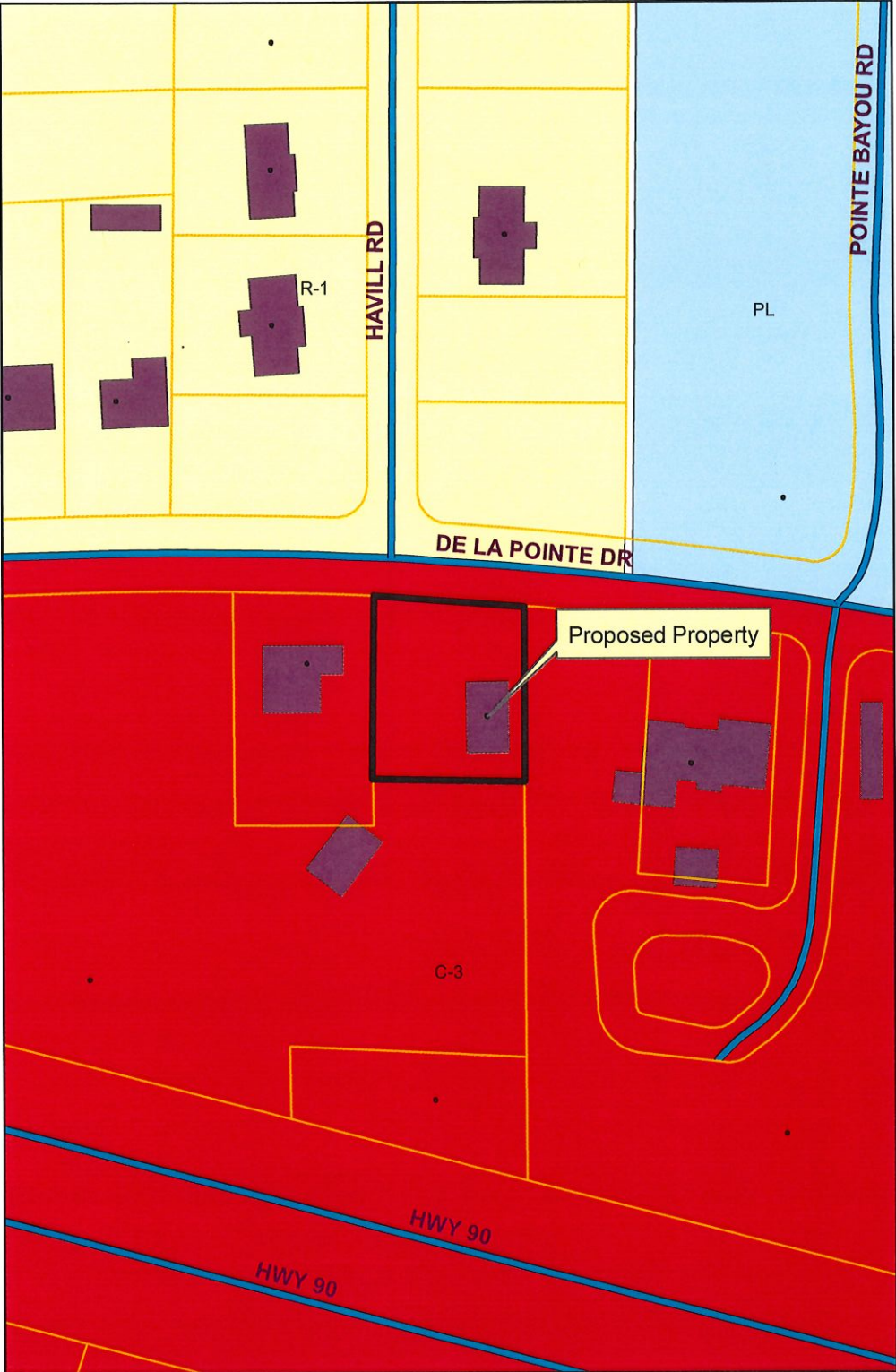


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

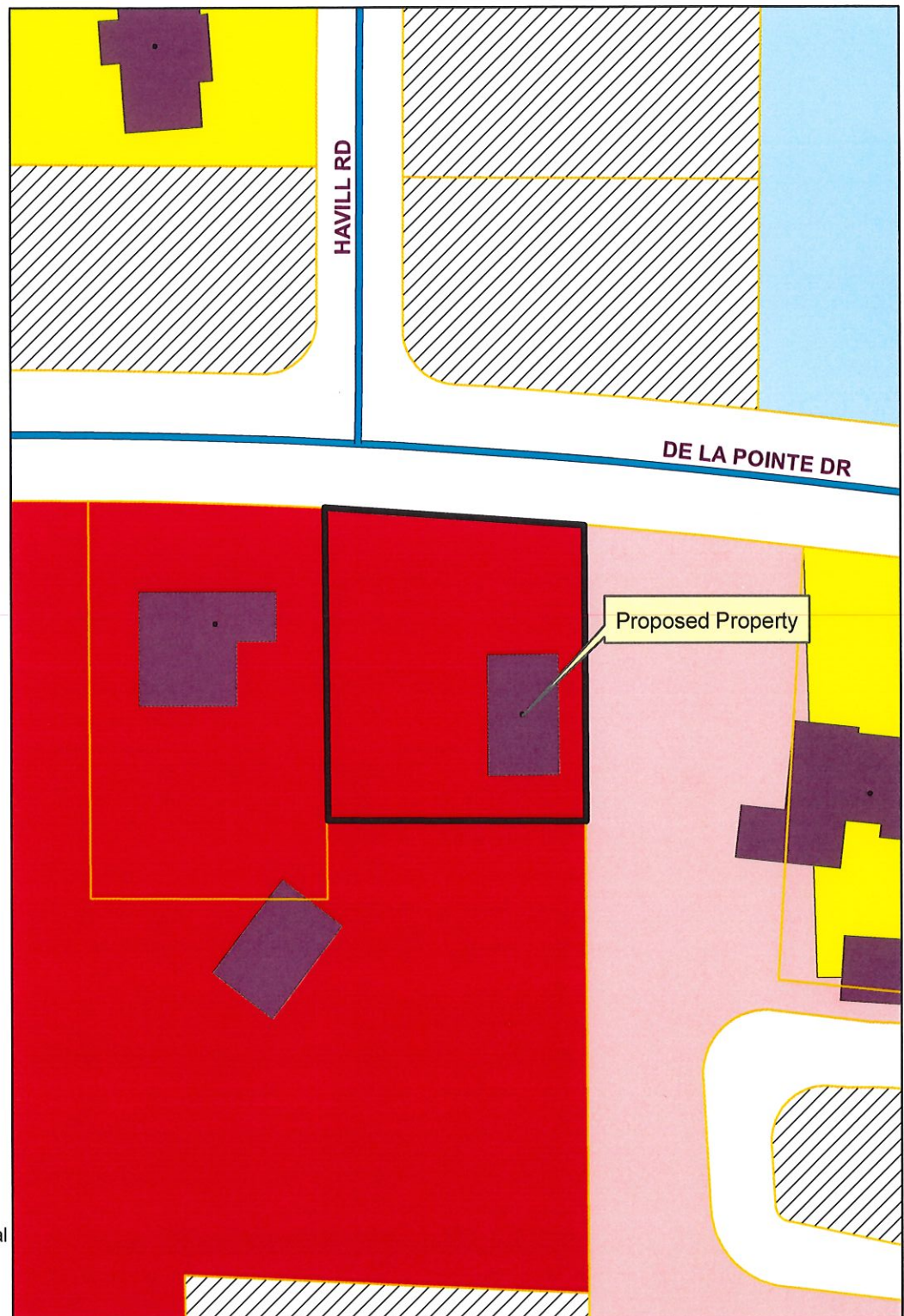


Exhibit D Future Land-Use

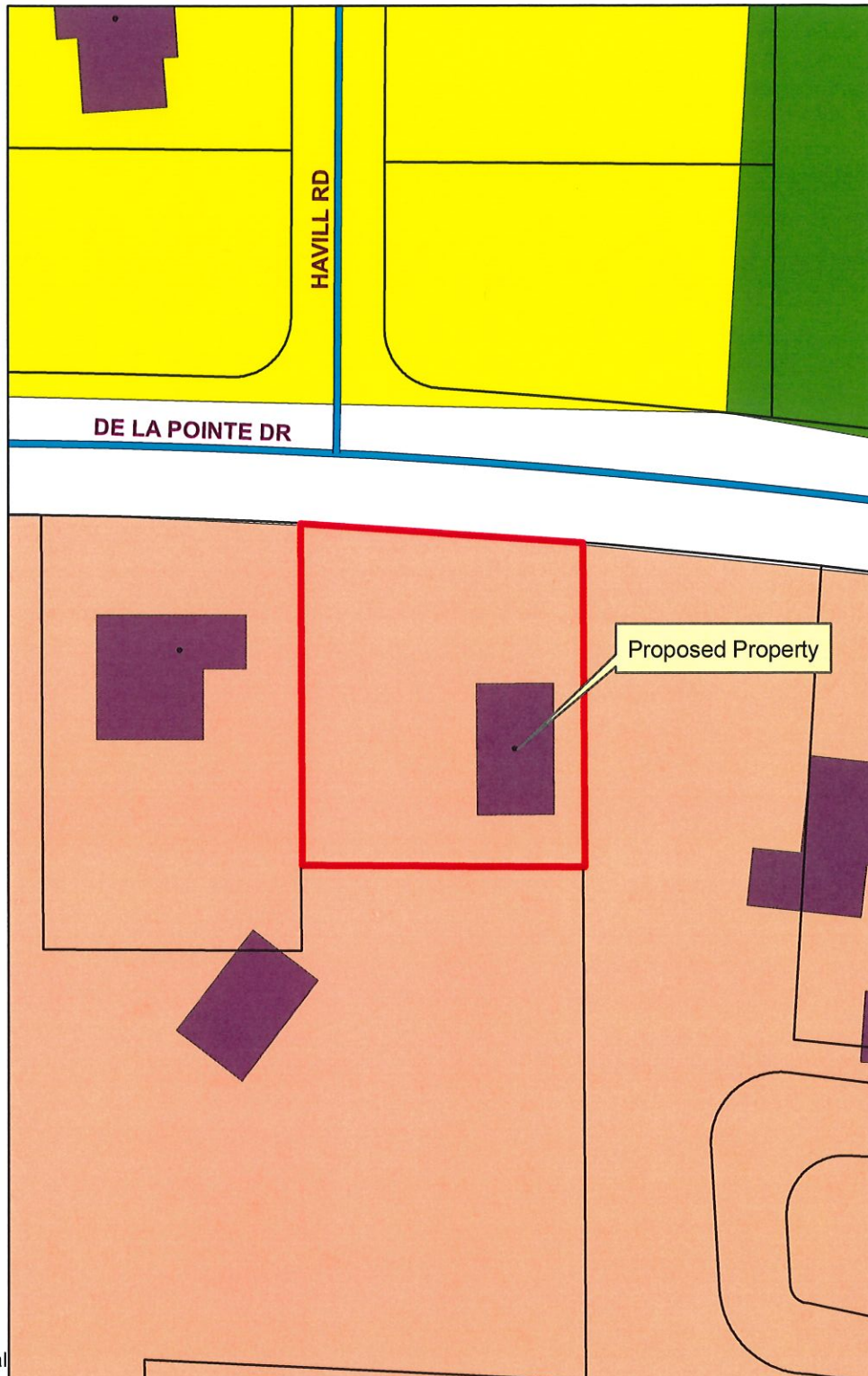
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Consideration of a Conditional Use-Major Permit that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road, Gautier, MS (GPC #23-03-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road, Gautier, MS (GPC #23-03-CU) (PID #82436055.150)

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 000-2023

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 23-03-CU
3300 Ladnier Road – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #82436055.150**

WHEREAS, an application for a Conditional Use-Major Permit to allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District was submitted by Donna Ryan dba Dolphin Dayz; and

WHEREAS, the parcel subject to this Permit is located at 3300 Ladnier Road, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its February 2, 2023 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of the Conditional Use-Major Permit with the stipulation that operating hours are 10:00am to 8:00pm, and that the applicant adheres to the stipulations in her proposal, as submitted; and

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

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a Medical Cannabis Facility, is permitted as a Conditional Use-Major in a TCMU Town Center Mixed Use Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District, with the stipulation that operating hours are 10:00am to 8:00pm, and that the applicant adheres to the stipulations in her proposal, as submitted.

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

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

Motion was made by **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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2023
Subject: Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150, (GPC #23-03-CU)

REQUEST:

The Planning Department has received a request from Donna Ryan dba Dolphin Dayz for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150 (GPC #23-03-CU) The application fee of \$250 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.
Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)
General features of the proposed project: Total Area: Approximately 0.63 Acres
Existing building on property
Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)
Existing Land Use – Doctor Office
Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes

Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.

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

Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.

Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No. There will be no major exterior renovations or changes made to the property.

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

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

Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes, future land use map is low impact commercial.

Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.

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

Applicant Response: No.

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

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

Applicant Response: Yes. The establishment will adhere to all local and state regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the Conditional Use-Major with changes. The changes are that operating hours are 10:00 a.m. to 8:00 p.m., and that the applicant adheres to the stipulations in her proposal as submitted.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.2.23 (#23-03-CU)
2. Complete Packet 23-03-CU

Excerpt from February 2, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road. PID #82436055.150, (GPC #23-03-CU)

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

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.63 Acres
Existing building on property
3. Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)
4. Existing Land Use – Doctor Office
5. Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes

Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.

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

Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.

Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No. There will be no major exterior renovations or changes made to the property.

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

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

Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes, future land use map is low impact commercial.

Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.

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

Applicant Response: No.

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

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

Applicant Response: Yes. The establishment will adhere to all local and state regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present her case.

Donna Ryan, the applicant (dba Dolphin Dayz), stated that she wanted to open a Medical Cannabis Dispensary at 3300 Ladnier Road. She stated that she had provided the Planning Commission with the packet that was sent to the State with all the information regarding the proposed dispensary. She lives in the community and intends to have a legitimate, safe business.

Chairman Jamison asked if the building was still owned by Dr. Hoover.

Ms. Ryan said it was and that she had a contingent agreement to purchase the building. She would be using the main building for the dispensary.

Commissioner McManus asked how the City would be sure that what was presented would be followed.

Mr. Danos stated that the City would make sure that the business was State approved and licensed and then the State would be the one to make sure everything was in compliance.

Chairman Jamison asked about operating hours and security.

Ms. Ryan said they would be open from 10:00 a.m. until 8:00 p.m., seven days a week, and there would be security at all times on the premises. Security would be there from ½

hour before opening until ½ hour after closing. At night there would be cameras monitoring the facility.

Commissioner McManus asked if there was a reason they would be open until 8:00 p.m. because it seemed to be outside regular medical business hours.

Ms. Ryan said it was to accommodate those that work or those that might have to come to the Coast from out of town because their county had opted out of having the facilities. She stated that the State has no restrictions on the hours.

Commissioner McManus asked Mr. Danos if the City could put restrictions on hours of operation even though the State has said the dispensary could be open 24 hours a day. He answered that they could.

Commissioner Davis asked that although you would generally want to be consistent regarding operating hours of dispensaries wouldn't you need to consider each situation.

Mr. Danos said he agreed that generally you would want to be consistent but location, size, and surrounding areas could all impact what your restrictions are.

Chairman Jamison asked if they were going to do any modifications to the building.

Ms. Ryan said they would have to do some modifications to the interior because there must be security doors between the entrance and sales floor and then the back room. It is mandated by the State that you must have the secure doors. She doesn't foresee any major changes outside other than some upkeep renovations such as restriping the parking lot.

Commissioner Decoteau asked if there was any conflict with this facility and the growth facility that had been approved further down Ladnier Road. He also said that as he understood it, the different facilities had to be segregated buildings and that a growth house, processing center, and a dispensary couldn't be owned by the same people.

Ms. Ryan stated that all three different types of facilities could be in the same location.

Mr. Danos advised there were some ownership regulations with transportation and testing.

Commissioner Davis asked about the Conditional Use staying with the land and whether the Conditional Use could be revoked. He also asked about the use being bound by the things the applicant listed in the narrative.

Mr. Danos stated that the use is revokable to the extent that if they are not compliant with the restrictions placed on the use by the City the Conditional Use could be revoked. He also said that the Commission could make a motion that the use was bound by any non-state requirements listed in the narrative.

Chairman Jamison noted that Spanish Trail Baptist Church had signed a waiver for the facility to be less than 1000 feet but not closer than 500 feet of the church. She then asked

how many employees there would be, and if the employees had to have some type of certification to work at the dispensary.

Ms. Ryan said there would initially be at least six full time employees, a few part-time employees, and the security officers. The employees would have to be certified by the State and would also have to attend continuing education classes from time to time.

Commissioner Ward stated that he also had concerns about the operating hours and the dispensary being open seven days a week.

Mayor Casey Vaughan stated that we are progressing as a state and moving forward to compete with other states in a market that is new to the State of Mississippi. Although we have to be vigilant and cautious, we have to be competitive too.

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

ACTION TAKEN:

Commissioner McManus made a motion to recommend that City Council approve the Conditional Use-Major with changes. The changes are that operating hours are 10:00 a.m. to 8:00 p.m., and that the applicant adheres to the stipulations in her proposal as submitted.

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

AYES: **Ricky Decoteau**
 Kay C. Jamison
 DeAnna McManus
 Chris Hoover
 Josh Ward
 William Davis

ABSENT: **Paul Gainer**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 2, 2023

GPC #23-03-CU

Donna Ryan dba Dolphin Dayz

3300 Ladnier Road

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150, (GPC #23-03-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 20, 2023

Subject: Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. (GPC #23-03-CU)

REQUEST:

The Planning Department has received a request from Donna Ryan dba Dolphin Dayz for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150 (GPC #23-03-CU) The application fee of \$250 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)
2. General features of the proposed project:
Total Area: Approximately 0.63 Acres
Existing building on property
3. Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)
4. Existing Land Use – Doctor Office
5. Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:

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

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

Applicant Response: Yes

Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.

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

Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.

Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

Applicant Response: No. There will be no major exterior renovations or changes made to the property.

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

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

Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

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

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

Applicant Response: Yes.

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

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

Applicant Response: Yes, future land use map is low impact commercial.

Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.

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

Applicant Response: No.

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

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

Applicant Response: Yes. The establishment will adhere to all local and state regulations.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

23-03-CL

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Conditional Use - Major ✓

\$250.00

TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:

FEE:

Conditional Use - Minor _____

\$250.00

Name of

Applicant: DONNA RYAN

Name of Business: DOLPHIN DAYZ

Phone: _____

Property Address: 3300 LADNER RD Mailing Address (if Different): 2016 Temple Rd, Gautier

E-Mail Address: dryan4238@gmail.com

Proposed Use Requiring Conditional Use: MEDICAL CANNABIS DISPENSARY in Town Center
(Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

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

✓ 2. Project Narrative (see attached).

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

N/A 4. Copy of protective covenants or deed restrictions, if any.

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

_____ 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

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

Signature of Applicant(s): Donna Ryan

Date of Application: 12/13/22

FOR OFFICE USE ONLY

Date Received 12-27-22 Verify as Complete BL/SA

Fee Amount Received 251.00 Initials of Employee Receiving Application BL

Feb. 7

Address:	3300 Ladnier Rd.
	Gautier, MS
Parcel ID No.:	82436055.150

hereby petition to the City of Gautier to Grant a Conditional Use Major or Minor of Medical Marijuana Dispensary (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Donna Ryan (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

(Owner's Signature)

(Owner's Signature)

Notary Information:

Notary Information:

The foregoing instrument was acknowledged before me this 6th day of December 20, 2022 by Rick Hoover, who is personally known to me or has produced _____ as identification and who did take an oath.

Gloria Kimsey
(Printed Name of Notary Public)

Gloria Kinsey
(Signature of Notary Public)

Commission # 107307. My commission expires 11/19
2025
(Notary's Seal)



82436055.150 HOOVER RICK D

PIDN: 82436055.150

GISP: 777.36-03-0113.00

Owner Information

Percent of Ownership: 100

Name: HOOVER RICK D

Name 2:

Mailing Address: 3300 LADNIER RD

GAUTIER MS

39553

Site Address: 3300 LADNIER RD GAUTIER

Land Information

Section: 36

Acreage: 0.63

Township: 7

Range: 7

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 56292

Total Appraised Value: 375278

Improvement Value: 344578

Land Value: 30700

Tax Amount: 8094

SQ FT: 5045

Year Built: 1981

Legal Description

Description: BEG NE INTERS LADNIER RD & OLD H

WY 90 N 7 DEG E 120' ELY 230' SL

Y 120' N 89 DEG W 230' TO POB DB

1215-165 (113 Map777.36-03) DB

1649-293

Deed Book / Page: 1649 / 293

82436055.150 HOOVER RICK D



Jackson County GIS

**APPLICATION FOR WAIVER OF MINIMUM
DISTANCE REQUIREMENTS BY
A SCHOOL, CHURCH, OR CHILD CARE FACILITY**

The undersigned, Matthew Bentley, whose street address is 2400 Old Spanish Trail
and having full knowledge of the distance limitations imposed by SB 2095 of 2022 MMCA, upon
a Licensed Cannabis Dispensary, do hereby approve a waiver from the distance requirements necessary
for the issuance of a Cannabis Dispensary License to DOLPHIN DAYZ whose
address is 3300 LADNIER RD. GAUTIER JACKSON
(street) (city) (county)

I certify that I am vested with authority on behalf of Spanish Trail Baptist Church to approve this waiver of the
(name of school, church, or child care facility)
distance requirement as set forth in SB 2095 of 2022 MMCA. As such, I understand that if approved a dispensary may be located
less than 1,000 feet but not closer than 500 feet from the nearest property boundary line of the school, church or child care
facility on whose behalf I am authorized to act. I further understand that this waiver has no expiration date and will remain in
effect for the duration of the Cannabis Dispensary License for which it is executed. I also understand this Approval for Waiver will
be submitted by the dispensary business as part of its application to receive a Cannabis Dispensary License from the State.

SWORN TO AND SUBSCRIBED before me, this the 2nd day of December, 2022

Stephanie A. Blocker
NOTARY PUBLIC

Matthew Bentley

My commission expires:



CONDITIONAL USE CRITERIA FOR APPROVAL

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

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

The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking onsite for this establishment.

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

No. There will be no major exterior renovations or changes made to the property.

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

No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

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

Yes

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

Yes, future land use map is low impact commercial.

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

No

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

Yes. The establishment will adhere to all local and state regulations.

3300 LADNIER ROAD
SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST
GAUTIER, MISSISSIPPI
PARCEL #8240065.150

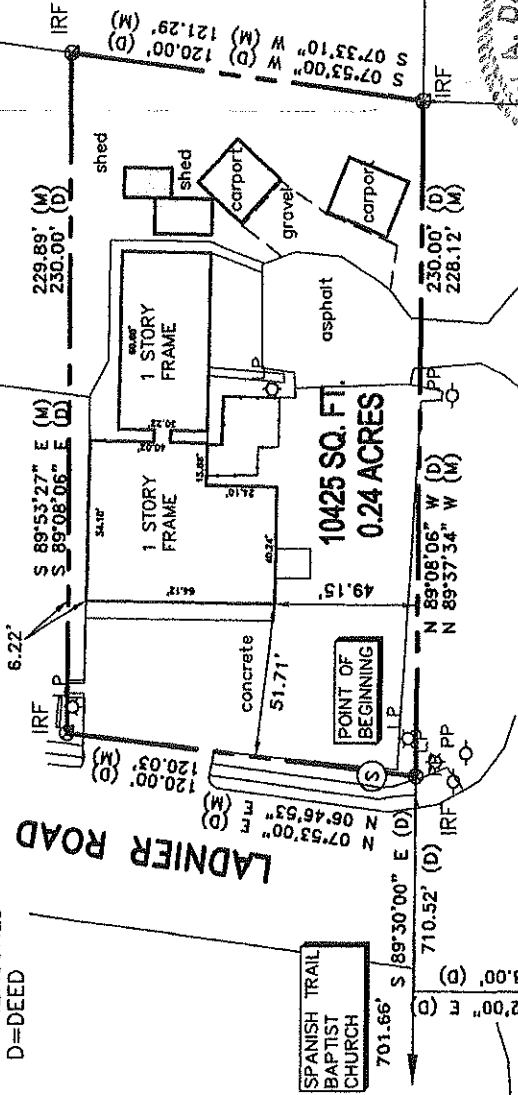
NOTE:
 Per Medical Cannabis Dispensary distance requirements, Chapter 3 of the Medical Cannabis Law, Spanish Trail Baptist Church property, (2400 Old Spanish Trail) appears to be within 700 feet, in violation of the 1000 foot minimum, of the proposed Main Entry point of the proposed dispensary site.

IRF 1/2" IRON ROD FOUND
 IPF 3/4" IRON PIPE FOUND
 IRS 1/2" IRON ROD SET

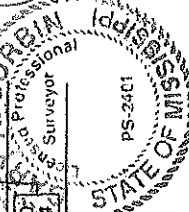
REFERENCE:
 SURVEY BY ERIC
 MENHENNETT, P.L.S.
 DATED 8/02/00

SURVEY BY J
FORTENBERRY, P.L.S.
DATED 12/17/85

SCALE: 1"=50'
 P=PLAT OF RECORD
 M=MEASURED
 D=DEED



OLD SPANISH TRAIL
OLD HIGHWAY 90



DEED BOOK 716, PAGE 271:
 That certain piece or parcel of land situated in the north 1/2 of the SW 1/4 of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi and more particularly described as: Commencing at the SW corner of said Section 36, and run thence N00°-02'E 1378 feet; thence S89°-30'E 700.62 feet to the NE corner of the intersection of Old Highway 90 at Ladnier Road and the point of beginning; thence N07°-53'E 120 feet; thence easterly and parallel to the north right of way line of Old Highway 90 a distance of 240 feet; thence southerly and parallel to the east right of way line of Ladnier Road a distance of 120 feet to the north right of way of Old Highway 90; thence N89°-35'W along the north right of way of Old Highway 90 a distance of 240 feet to the point of beginning. Subject to that certain easement held by Southern Bell Telephone Company recorded in Deed Book 421, Page 266, of the Jackson County Land Deed Records, and that certain easement granted by the grantor herein to Jackson County, Mississippi, for the widening of Ladnier Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the north margin of Old Spanish Trail, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zones "X" (0.2%) and "AE-15" per FEMA Flood Insurance Rate Map, City of Gautier, Jackson County, Mississippi, Community Panel Number 28059C-0319-G, Revised: 3/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

JOB 20943

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
 13048 RIVERWALK CIRCLE, DIERVILLE, MS. 39540
 PH. (228) 365-3632 Teelokgd@aol.com

Gary A. Durbin, P.L.S. 2401
 November 28, 2022

City of Gautier, MS Conditional Use Narrative - Dolphin Dayz LLC

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

Response: As an applicant for a conditional use permit in Gautier, MS to conduct operations as a medical cannabis dispensary, licensed by the State of Mississippi Dept. of Revenue; Dolphin Dayz LLC has provided a complete Conditional Use Project Narrative per the City's standards. The LLC's proposed location is **3300 Ladnier Rd, Gautier, MS 39553**. Below, see a table of contents pertaining to the Narrative's structure.

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Page #11-18: Dolphin Dayz LLC Security Plan and Procedures

Page #18-31: Dolphin Dayz LLC Emergency Action Plans

Page #32-33: Dolphin Dayz LLC Drug-Free Workplace Plan

Page #33-36: Dolphin Dayz LLC Cybersecurity and IT Plan

Page #36-50: Dolphin Dayz LLC Comprehensive Regulatory Compliance Plan

Page #50-53: Dolphin Dayz LLC Recordkeeping and Reporting Plan

Page #53: Conclusion

City of Gautier, MS Conditional Use Narrative - Dolphin Dayz LLC**Introduction**

The following narrative will describe the proposed project in detail. Any proposed out-door storage or seating, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc.

Outdoor Storage or Seating

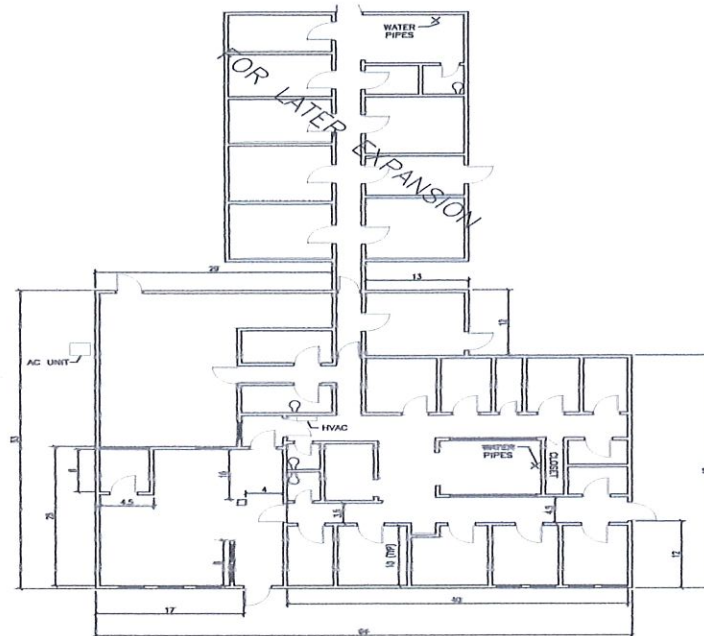
There will be no outdoor storage or seating at the facility.

Anticipated Traffic

As one of the first licensed dispensaries in the Gautier area, the company, upon licensure, is prepared to employ best business practices by offering a convenient and safe location to purchase medical cannabis for registered patients. Dolphin Dayz LLC will have a robust sales plan and strategically designed retail facility that will be built to service customers compassionately and efficiently and offer competitive pricing to make it affordable for patients on any type of budget. The annual average daily traffic (AADT) is the total volume of vehicle traffic on a highway or road for a year divided by 365 days. The AADT for this facility is roughly 24,000 vehicles driving past the store daily. Although there are currently 1,800 medical patients in need, this number is expected to rise exponentially over the next year, based on historical patient growth data from past U.S. states with medical programs for an extended period. With only three licensed dispensaries in all of Jackson County, MS and surrounding counties opting out of allowing medical dispensaries, we anticipate this will be a high-traffic facility.

Proposed Improvements/Access for Pickup/Delivery Vehicles

The proposed improvements to the facility will be outlined below. Note the entrances in the second diagram that will provide access for pickup and delivery vehicles and agents. The first-floor plan is the current setup. The second-floor plan listed is proposed, along with the site security specifications.



The floor plan shows a building layout with the following features:

- AREA 1** (Yellow): CONTROLLED ACCESS. CLIENT ENTRANCE.
- AREA 2** (Pink): CONTROLLED ACCESS. CLIENT ENTRY/WAITING.
- AREA 3** (Red): RESTRICTED ACCESS.
- AREA 4** (Blue): LIMITED ACCESS.
- AREA 5** (Orange): LIMITED ACCESS.
- AREA 6** (Green): RESTRICTED ACCESS.
- AREA 7** (Green): RESTRICTED ACCESS.
- AREA 8** (Blue): RESTRICTED ACCESS.
- AREA 9** (Red): RESTRICTED ACCESS.
- AREA 10** (Purple): RESTRICTED ACCESS.
- AREA 11** (Blue): RESTRICTED ACCESS.
- STAFF ENTRANCE** (Bottom Left).
- EMERGENCY EXIT ONLY** (Top Right and Bottom Right).
- FUTURE EXPANSION** (Right side, white area).



Figure #2: Proposed Floor Plan and Security Plan - 3300 Ladnier Rd, Gautier, MS 39553

Proposed Project Narrative

The project involves operating a medical cannabis dispensing facility, licensed by the State of Mississippi Dept. of Health and the City of Gautier, MS, at the address: 3300 Ladnier Rd, Gautier, MS 39553. The building complies with State of Local regulations and is 5000 square feet. It is the purpose of the City of Gautier's Unified Development Ordinance to promote the health, safety and general welfare of the residents of Gautier, Mississippi (**Section 1.4.1**) which includes protecting existing neighborhoods, and preventing their decline and promoting their livability (**Section 1.4.2. J**). Dolphin Dayz LLC's location has been zoned as part of the C-3 Highway Commercial District. Per **Section 7.2 - C-3 Highway Commercial District** is intended to conduct personal and business services for the motoring public. Business types permitted to operate here include auction houses, automobile repair shops, automobile storage, truck dealership, billboards, funeral homes, hotels, motels, apartments, lumber sales, machinery sales, marine sales, mobile home sales and service, and tire sales. Conditional use per **Section 7.3** includes churches, private clubs and lodges, and daycare centers.

The property also complies with the State of Mississippi's required cannabis zoning laws. The main entrance is more than 1,000' away from K-12 schools, daycare facilities, and churches, as required by the State of Mississippi's zoning related to medical cannabis facilities. This commercial district is the most optimal area for patients to travel to receive medical products. Those with serious medical conditions may have mobility issues that lack transportation. Offering a location close to other businesses they frequent when running errands (or receiving a ride from someone else to do so) promotes the residents' health, safety, and general welfare. The company intends to create a medical cannabis facility conveniently located for the motoring public and create a meaningful relationship with the community through job creation, community revitalization, and offering medical cannabis patients products that will enhance residents' quality of life.

The requested Conditional Use will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance. It will not be injurious to the neighborhood or the general welfare. Dolphin Dayz LLC is not just a retail storefront. Our goal is to protect existing neighborhoods, prevent their decline, and promote their livability (**Section 1.4.2.J**) by becoming a part of the fabric of the local community and actively making efforts to better the lives of residents based on real-time feedback. We believe that 3300 Ladnier Road in Gautier is the perfect location to set forth on our mission for change. We will accomplish this by listening to the community's concerns and needs, nurturing partnerships with organizations specializing in local business and park developments, and researching, advocating, and entrepreneurship.

Dolphin Dayz LLC commits to being a responsible and environmentally sustainable company. Our company comprises corporate stewards who want to execute an ethical business strategy while staying in touch with the community's needs. We are committed to improving labor policies by encouraging fair hiring practices and locally investing in weaving our support into the fibers of the community. Our company is an advocate for diversity, equality, and inclusion and is dedicated to helping bring awareness to this issue by participating in charity events and fundraisers.

Zoning Requirements

Per **Section 7.4** setback regulations, the facility's front, and side will follow the same zoning requirements as C-1 Neighborhood Commercial District. Any front zoning setback will have a minimum of forty (40) feet. Side setbacks will have a minimum of fifteen (15) feet on one (1) side. No side yard will be required on the other side. However, the structure cannot have any windows or doors opening on the side unless there is a minimum ten (10) foot side yard setback. All structures must meet the fire code (**Section 7.4(a)**).

The rear will have the same requirements as C-2 Community Commercial District. No rear yard required; however, the structure cannot have any windows or doors opening on the rear unless there is a minimum ten-foot rear yard setback **Section 7.4(a)**. All structures must meet the fire code. Lot width will be a minimum of one hundred (100) feet. The building or will not exceed sixty (60) feet in height. Lot coverage zoning will be the same as C-2 Community Commercial District. Main and accessory buildings or structures will be limited to seventy-five (75) percent of total lot area.

Operating Hours Overview

The following overview of the company's operating hours has been taken from the employee operations manual and details the retail process from open to close.

Pre-Opening Setup

The opening staff will consist of managers, security personnel, and retail employees. Dolphin Dayz LLC will hire security personnel to provide on-site security services for the licensed retail premises during the hours of operation. They will guard the front of the building and the people who work inside it during regular hours. Security will arrive 20 minutes before the retail staff's arrival to perform a perimeter check of the building in their vehicle and look for any unusual activity outside the building or forced entry. Once this check is complete, they will escort employees into the building and review the evening recordings.

Employees will enter the building through the door closest to the designated staff parking spots. The manager will insert a company-assigned key card to enter. The security personnel and remaining employees will face the parking lot with their backs to the manager and look out for any suspicious activity. Once inside the store, security personnel will secure the locks and enter the building, where they will go into every room to check for any signs of unauthorized entry. They will review the surrounding egress and outdoor cameras for any suspicious activity during the opening process.

Once a security culture is established, the opening staff will turn on lights and displays and log in to the Point of Sale (POS) system and any necessary peripheral hardware used for retail sales. The manager will open the safe in locked limited access areas, where they will then retrieve the opening inventory and distribute it to the staff. Inventory will be counted and checked against the inventory tracking system, the POS system used for sales and inventory control, and the manual opening count done by hand and checked against both systems. The exact process will occur with opening cash drawers and the previous evening's deposit. An armed security service will collect cash deposits regularly. Any discrepancies found before then will be noted and reconciled.

The opening sales team will be given products, display products, and opening cash drawers to recount the products and cash they received. The administrative assistant will prepare the front desk, update the company's online menu, and coordinate with vendors and the delivery services department on pending orders. All staff will use nitrile gloves and industrial-grade face masks to sanitize the waiting areas, cashier stations, and any areas clients will be in direct contact with before customers enter the building.

Operating Hours

All daily operations will occur during business hours except for the opening and closing procedures. Security personnel will usher in clients and verify their identification as per state law. They will escort vendors and delivery drivers to and from the building when feasible. Clients' identification will be screened for proper certification. The admin team will check in clients, double verify their identification meets state standards, and allow electronic entry to the limited access sales area. Doors to the retail sales floor will only open once the client has been verified. The retail staff will serve customers based on their checked orders, including delivery orders. A client who orders online at a certain product will be put in the queue as if they were standing in the building. Customers will be served following all state and municipal regulations. Staff will undergo extensive retail and foundational cannabis training before interacting with clients. They will be knowledgeable and confident on the sales floor involving the different products' mechanics. The sales team will be required to sanitize their workstations after every transaction. The sales staff will also prepare pre-ordered pick-up and delivery orders. The Store Manager will assist retail staff with escalated concerns on the sales floor and coordinate shift changes and lunch breaks. They will ensure inventory and cash reconciliation, that the team performs according to SOPs, and are focused on achieving sales goals. During the downtime, the manager will create and maintain work schedules for all employees for at least two weeks in advance and compile monthly sales reports. They will communicate with vendors on supply needs, coordinate deliveries, and stay informed of products and market trends. They will perform employee evaluations quarterly that will be shared with the COO for improvement. They will write a summary of the daytime operations, including any urgent directives, and prepare for the evening store manager in any way possible before leaving.

Closing Hours

After closing the store, the staff will enter every room to check for any unauthorized access or security breaches. They will review the surrounding egress and outdoor cameras for any suspicious activity during the closing process and before exiting the building. Once a security culture is established, the closing staff will shut down lights and displays and log out of the POS system and any necessary peripheral hardware used for retail sales. The manager will open the safe and place any remaining inventory back into the locked storage area. Inventory will be counted and checked against our POS, and the manual closing count done by hand. The exact process will occur with closing cash drawers. Any discrepancies will be noted and reconciled before leaving. The closing sales team will return products, display products, and their cash drawers to management once the retail staff has completed a count of the products and cash they received. The administrative assistant will shut down the front desk. Once the final inventory is complete, they will update its online menu for the following day and leave a summary of the previous evening's operation for the morning front desk staff. All staff will use nitrile gloves and industrial-grade face masks to sanitize the waiting areas, cashier stations, and any areas clients will be in direct contact with before closing. They will leave the building from the closest door to

the designated staff parking spots. The manager will set the alarm and lock the door. At the same time, the additional employees will face the parking lot with their backs to the manager, looking for any suspicious activity. The manager will never leave the building with a cash deposit after dusk. It will be collected by an armored vehicle.

Opening and Closing the Store

Security Culture can be achieved when every team member understands the importance of safety. Opening the retail facility is a team effort where everyone must work diligently and in synergy to manifest smooth and safe operations. Practicing mindfulness in the morning is important, especially as an opening staff member. The personality you bring with you to work will help set the tone for the day. As you commute, fine-tune your awareness. Be clear-headed and alert. Finding positive things to think about helps cleanse your mind and prepare yourself for the day. Listening to music that motivates you is sometimes essential but be conscious of the volume as you approach the facility. Remember that the building you work in has a high-security clearance for a reason. A thief or robber will look for the most vulnerable facilities with the poorest security culture. Keep an eye out for strange activities while driving. This behavior would include other cars blatantly monitoring you, passengers watching you, or an overwhelming feeling of being followed.

Familiarize yourself with the cars of the other opening staff. For non-automobile commuters, communicate arriving schedules so the guard can ensure that everyone arrives safely. Make it a point to communicate how you'll be arriving if your mode of transportation is different than usual. Opening the store is a synchronized team event. Try and stay right on schedule for arrival so security guards have the appropriate time to check the building and surrounding areas and safeguard the premises before the retail staff arrives. Do not approach the building until the guard has approved entry.

The same level of awareness should be maintained while closing the facility and leaving the building. Thieves may be looking for a vulnerable staff member. If you purchased a product at the end of the day: store it in your personal belongings so it is not obvious when you leave. Try not to open the packaging until you get home. If you must travel on public transit, invest in a scent-proof bag for your flower or concentrates. Inventory and retail registers should be reconciled before staff leaves the building. Depending on the customer traffic, some evening employees may be sent home at the close of business and observed as they reach their cars by the security guard. Nonautomobile commuters will be given priority on the closing schedule based on transit schedules in the case of a split shift.

Most importantly, current or former employees commit many instances of cannabis retail crime. While the product is being counted and stored during these times, follow the instructions and SOPs you learned during training. If you see unacceptable or suspicious behavior, stay calm and contact ownership discreetly and as soon as possible. Disgruntled or unhappy employees should also be reported. They endanger disruption of the retail atmosphere, and their actions could be the symptom of a potentially dangerous situation.

Opening Procedures

- ☐ Enter the building alert and be aware of your surroundings. Always enter with other employees.
- ☐ Clock in for work.
- ☐ Start Hardware devices necessary for retail sales.
- ☐ Check the trash receptacle and floor for waste.
- ☐ Sanitize the front desk station. Wipe down all high-traffic areas with rubbing alcohol or another disinfectant.
- ☐ Turn on break room peripherals such as printers, coffee machines, etc.
- ☐ Retrieve necessary refreshments for the morning and store them where clients can not see them.
- ☐ Ask the manager if there are any new sales or updates to the menu.
- ☐ Make sure necessary supplies are stocked.
- ☐ Ask the opening sales staff/MOD if any labels need to be made.
- ☐ Review Online Menus and verify their accuracy with the manager.
- ☐ Update all social media outlets as per the instructions of the marketing team.

Closing Procedures

- Once Security/Management locks the door, it is okay to start closing up the front desk.
- Store everything in an organized and tidy manner on the desk before leaving.
- Take out the garbage, and sweep the floor.
- Sanitize all counter space and high-traffic areas with a strong disinfectant.
- Shut down, or put to sleep all the computer monitors and towers.
- Turn off all lights, fans, fixtures, and devices.
- If necessary, leave a note for the opening staff.

Company Training Overview

As per Mississippi state regulations, in addition to workplace training required by law, each license holder's owner, principal, employee, volunteer, and management services contractor staff will complete at least eight hours of ongoing training each calendar year per **Rule 6.11.2**. Per **Section 21(1)(d)(v)**, the company will provide Health and safety regulations as well (see our Emergency Action plan located on page 14 of this narrative). Each team member employed directly by the company will be required to complete a series of four training modules that will reinforce the SOPs and offer foundational knowledge necessary to perform retail tasks effectively. Behind every great brand is talent, experience, and drive, which must be skillfully managed and leveraged to the company's and staff's advantage. Good customer service is a craft. SOPs allow the company to create boundaries for safety while providing opportunities to educate the staff and the community on exemplary retail cannabis practices. Standards create a clear chain of command, reinforcing directives and molding employees to be confident in their roles. Procedures will accompany each task on the retail floor, and employees will undergo training at least two times per year. This creates a predictable work environment and allows executive management to develop the metrics necessary to aggregate and quantify data to make the company run safely and efficiently.

Attaining job licensure and successfully finishing Retail Modules I and II are both mandatory

before starting work:

RM0 Occupational Training Certification

1. The History of Cannabis Use, Prohibition, and Legalization
2. Introduction to Cultivation: Growing Regions, Plant Growth Cycles, Common Techniques and Chemotypes, and Harvesting Processes
3. Introduction to Processing
4. Packaging, Labeling, and Advertising
5. Cannabis Dependency
6. Cannabis Use and Health Education
7. Mississippi Cannabis Law

RM1 Retail Module I: Cannabis Foundational Knowledge [Understanding the Plant]

RM2 Retail Module II: Retailer Technical Knowledge [Understanding the Retail Process]

RM3 Retail Module III: Emergency Management Training [Understanding Emergency Prevention and Response]

RM4 Retail Module IV: Compliance [Understanding the Laws]

Training modules will take up to six months to complete, and all manuals will incorporate the Mississippi law referenced in the procedures listed below. The trainees will ask questions after each module section, and a written test will need to be passed to move on to the next training phase. Module testing results will be added to the employee's internal documents and trace their progress. Additional modules will be developed and offered to those interested in a management position and will need to be completed successfully to become certified for the position. Employees with documented disabilities will be given any accommodations necessary to aid in the successful completion of training.

Instead of traditional third-party cannabis training, in-house training will allow management to address internal concerns and then cater training and SOPs based on company-specific needs. SOPs will create clear rules, while training modules will reinforce internal procedures and be updated simultaneously. Additionally, ongoing dialogue and research from team members will be documented and shared with the rest of the staff by reviewing training materials with the Chief Operating Officer (COO). New volumes will be released based on recent retail trends and insights on technical knowledge.

Employee Qualifications - Background Checks

Per **Section 20(1)**, the company will conduct a background check into the criminal history of every person seeking to become a principal officer, board member, agent, volunteer, or employee before the person begins working at or for the medical cannabis establishment. The facility will not employ anyone convicted of a disqualifying felony offense or under twenty-one (21) years of age.

Conclusion

Safe, compliant operational practices are crucial to maintaining our business model and long-term goals. Dolphin Dayz LLC seeks to go well beyond maintaining just sales transactions and will actively treat each customer visit as a tailored experience as opposed to quick in-and-out

sales. We will maintain clear, coherent policies and protocols that demonstrate our operational standards to our dispensing agents during customer-facing activities and those behind restricted access areas. Ultimately, by incorporating all the methodologies described in this Operating Plan, we elevate our customer's experience to what we perceive to be the new and only acceptable standard in licensed cannabis operations.

Security Procedures

Introduction

This section will provide a plan which outlines security and safety procedures to include compliance with adopted State and local legislation. Per **Chapter 8(100)** an applicant must have a security plan that is included in its operation plan that is approved by the Department of Revenue (DOR) as part of the initial application process. This security plan will list the measures that will be taken by the dispensary to ensure that medical cannabis products are properly secured and safe. It will include information relating to surveillance systems, camera placement, door security, alarm systems, and measures taken to secure manners of egress and ingress onto the premises. The security plan will meet all requirements set forth in these regulations. The company will notify the DOR in writing of any proposed changes to a security plan and must have approval prior to implementing any change. The DOR will notify a licensee in writing whether the change is approved per **Chapter 8(101)**. Failure to comply with the terms of an approved security plan will result in disciplinary action by the DOR per **Chapter 8(103)**, therefore the following plan will be implemented through strong training on the company standard operating procedures (SOPs). Following this Safety and Security Plan is a copy of the company's Emergency Action Plan (EAP), a comprehensive overview that each team member will be required to review and practice during training.

Security Plan Requirements

Dolphin Dayz LLC's decisions regarding security culture are influenced by more than just state law. Protecting and preserving the lives of everyone who enters their permitted premises is also a crucial company obligation. Dolphin Dayz LLC has chosen the following security and surveillance features. A licensee is responsible for the security of all cannabis products on the licensed premises, providing adequate safeguards against theft or diversion of cannabis products, and records that are required to be kept per **Chapter 9(100)**. It is the corporate duty of Dolphin Dayz LLC to ensure that no security breaches occur at any of its permitted facilities. They will provide effective controls and procedures to guard against unauthorized access to the premises or the business's electronic systems, theft, and diversion of cannabis. These systems will include systems to protect recordkeeping against tampering with electronic records. To this end, Dolphin Dayz LLC's Security Plan will consist of a comprehensive suite of controls and procedures integrated with best-in-class physical and technological security infrastructures to guard against intrusions and tampering with its physical facilities and electronic systems or records. Per **Section 20(3)** the operating documents below includes procedures for the oversight of the medical cannabis establishment and procedures to ensure accurate record keeping and adequate security measures. The company will implement appropriate security measures designed to deter and prevent the theft of medical cannabis and unauthorized entrance into areas containing medical cannabis per **Section 20(4)**. All cultivation, harvesting, processing and packaging of medical cannabis will take place in an enclosed, locked and secure facility with a physical address provided to the MDOH during the licensing and registration process. The facility will be

equipped with locks and other security devices that permit access only by agents of the medical cannabis establishment, emergency personnel or adults who are twenty-one (21) years of age and older and who are accompanied by medical cannabis establishment agents **Section 20(5)**.

Plans for the Use of Security Personnel and Contractors

Advanced technological security solutions, such as video surveillance and alarm systems, do not eliminate the need for human personnel to monitor and interpret the data collected by those systems to provide the most effective security at Dolphin Dayz LLC's licensed premises. The company will employ full-time security staff during business hours. Dolphin Dayz LLC will implement appropriate security and safety measures to deter the theft of cannabis and prevent unauthorized entrance into areas containing cannabis, including the continuous presence of security staff, in addition to adequate lighting, video surveillance, and alarm systems, which will also discourage unauthorized entry, loitering, and other activity in or in the vicinity of facilities to prevent cannabis theft or diversion. On-site security officers will be contracted through a vetted third-party local security firm that is licensed.

Video Surveillance Systems

A video surveillance system will be installed to prevent the loss, theft, or diversion of cannabis and ensure proper inventory controls in the facility's interior and exterior. Dolphin Dayz LLC will contract with a licensed third-party security company, which the facility manager will oversee to ensure all aspects of the surveillance system are professionally selected and installed for maximum and uninterrupted coverage. Dolphin Dayz LLC will equip interior and exterior premises with electronic monitoring, video cameras, and panic buttons. We will ensure these systems are in working order and operating at all times. The licensed premises will have a fully operational video surveillance recording system **Chapter 11(100)**. Video surveillance equipment will consist of, at the minimum per **Chapter 11(101)**: **Chapter 11(101)(1)(a)** Digital video recorders; **Chapter 11(101)(1)(b)** Video monitors; **Chapter 11(101)(1)(c)** Digital archiving devices; **Chapter 11(101)(1)(d)** A minimum of one monitor on premises capable of viewing video; and **Chapter 11(101)(1)(e)** Interface devices, if required to adequately operate system or machinery such as a mouse and keyboard; Have the capability of producing and printing a still photograph from any camera image **Chapter 11(101)(2)**; **Chapter 11(101)(3)** Be equipped with a failure notification system that provides, within one hour, notification to an authorized representative of surveillance interruption or failure for more than 30 minutes; and **Chapter 11(101)(4)** Have sufficient battery backup to support a minimum of one hour of recording time in the event of a power outage.

In accordance with **Chapter 11(103)** the company will: In all areas where camera coverage is required, use cameras that record at a minimum resolution of HD 1080p and record at least 20 fps (frames per second) **Chapter 11(103)(1)**; Use cameras that are capable of recording in both high and low lighting conditions **Chapter 11(103)(2)**; Have and keep surveillance recordings for a minimum of 120 calendar days **Chapter 11(103)(3)**; Maintain surveillance recordings in a format that can be easily accessed for viewing and easily reproduced **Chapter 11(103)(4)**; Upon request of the Department, keep surveillance recordings for periods exceeding the retention period specified in **Chapter 11(103)(5)**; Have the date and time embedded on all surveillance recordings without significantly obscuring the picture **Chapter 11(103)(6)**; Make video surveillance records and recordings available immediately upon request to the Department in a

format specified by the Department **Chapter 11(103)(7)**; Notify the Department within 48 hours of any equipment failure or system outage lasting 30 minutes or more **Chapter 11(103)(8)**; and; Back up the video surveillance recordings off-site and in real time for the surveillance room or surveillance area **Chapter 11(103)(9)**.

Per **Chapter 11(104)** the company: May not stop the recording or continuous real time back up of the recording for a surveillance area unless all other cameras on the licensed premises are shut down under this section or in instances where maintenance must be performed on an individual camera. During such a time the area formerly under surveillance must be monitored at all times by an employee of the licensee **Chapter 11(104)(1)**. Must resume all required recording no later than the date and time specified in the notice submitted under Paragraph 104 of this section **Chapter 11(104)(2)**. May not engage in any licensed privileges in any areas where recording was stopped under this section **Chapter 11(104)(3)**.

The dispensary may stop recording in areas where cannabis and/or cannabis products are not present due to seasonal closures or prolonged periods of inactivity of at least thirty (30) days. At least 24 hours before stopping recording, the company will submit written notice to the Department. The notice must include **Chapter 11(105)**: A copy of the licensee's plot plan or diagram showing which cameras will be deactivated, the total number of cameras that will be deactivated, and a description or list of areas or applicable labels of the deactivated cameras **Chapter 11(105)(1)**; The date and time recording will stop; **Chapter 11(105)(2)**. An explanation for why recording will be stopped **Chapter 11(105)(3)**; The date and time recording will resume **Chapter 11(105)(4)**.

Video Surveillance System: Surveillance Records

All surveillance recordings will be archived for a minimum of three years or longer at the request of law enforcement to assist with the completion of any audit, inspection, or investigation. Surveillance logs will be maintained that include employees who monitor the surveillance system, remove and store surveillance data, and destroy recordings after the required archive period has expired. Surveillance data is subject to regulatory inspection and will be made available to the local Chief of Police, authorized regulatory agents, or law enforcement officers immediately upon request.

Video Surveillance System: System Backup

A video surveillance system will be installed and operated to monitor all critical control activities of the cannabis business and will be in working order and operating at all times This system shall be approved by the State before license issuance. The aforementioned video cameras and data storage devices will be equipped with a failure notification so that any problem with recording or data storage can be immediately addressed to ensure a complete archive of required footage. Surveillance system cameras and recording equipment will be installed on a network with a transmission control protocol (TCP) so that real-time live footage can be remotely accessed through the Internet by the local Chief of Police and other local or state law enforcement upon request. The original tapes or digital pictures produced by this system shall be stored in a safe place with a 30-day archive.

Camera Placement

The company will not engage in any privileges of the license in an area that does not have camera coverage as required by law or in an area where camera coverage has been stopped, including but not limited to possessing, storing, transferring, or receiving cannabis products **Chapter 11(106)**. Per **Chapter 11(102)** The dispensary will have cameras that continuously record, 24 hours a day in all areas where cannabis products may be present, including but not limited to point of sales areas, on the licensed premises; **Chapter 11(102)(3)** All areas in which the dispensary provides parking for cardholders; **Chapter 11(102)(4)** All areas in which the dispensary receives medical cannabis products from a third party or loads up medical cannabis products for transportation to a third party.

Door Security

Per **Chapter 9(101)** the facility will ensure that commercial grade, non-residential door locks are installed on every external door, and gate if applicable, of a licensed premises where cannabis products are present.

Alarm Systems

The dispensary will have a fully operational security alarm system, activated at all times when the dispensary is closed for business per **Chapter 10(100)**. The security alarm system for the licensed premises must be able to detect unauthorized entry onto the licensed premises and unauthorized activity within any limited access area where cannabis and/or cannabis products are present; and be programmed to notify the licensee, licensee representative or authorized personnel and, unless properly deactivated by user, local law enforcement in the event of an unauthorized entry **Chapter 10(101)**. Upon request, a dispensary shall make all information related to security alarm systems, monitoring and alarm activity available to the Department **Chapter 10(103)**.

To protect against theft and intrusions, Dolphin Dayz LLC ensures that a suitable safety and security alarm system is installed, monitored, and maintained at its premises by a licensed alarm company, even in the event of a power outage. Specific features of the alarm system will meet or exceed the alarm specification requirements. A central monitoring station will monitor the alarm and video surveillance systems, which will include verification processes to limit false alarms and unnecessary police responses. An unlawful security breach, an alarm, or a system failure will trigger an instant automated or electronic notification that will alert Dolphin Dayz LLC and State or local police authorities. If electrical support is lost, a backup system will activate immediately and automatically notify State or local police authorities of the loss of electrical support.

Motion detectors, door status sensors, and glass-break detectors, as applicable, will be instituted for the following areas: areas of ingress and egress, including exterior doors and windows, emergency exits, and loading bays; rooms with exterior walls; mechanical air ventilation systems entrances; limited-access areas; and cannabis storage areas. There will be passive infrared sensors that detect intruders via body heat. An in-building intercom system will allow for audible notification of weather hazards, lockdown situations, and other potential threats. Conducting maintenance inspections and tests of the security alarm system will take place at the cannabis business's authorized location at intervals not to exceed 30 days from the previous inspection. The team will conduct maintenance inspections and tests of the security alarm system at the cannabis business's authorized location at intervals not to exceed 30 days from the previous

inspection and test and promptly implement all necessary repairs to ensure the proper operation of the alarm system test and promptly implement all necessary repairs to ensure the proper operation of the alarm system. Site-wide alarm types will automatically alert law enforcement, including silent duress alarms near key points such as entrance, egress, and staff congregation, and panic buttons for life-threatening or emergencies. Additionally, the above alternative security measures will be implemented until the alarm system function can be fully restored.

Cybersecurity Procedures: Digital security systems will be designed to protect against theft and diversion of cannabis, including the integrity of electronic systems and information. To ensure the digital safety of operational data, the facility will have multiple information technology (IT) systems and policies in place, including but not limited to utilizing a network firewall blocking all incoming, unauthorized connections from the internet; antivirus software will be mandated for any operational servers and client computers, wireless networks will be password protected and access restricted to authorized users, all networks related to security systems will be segmented with limited access controls put in place to limit authorized users. All computers will have unique identification and must be a part of the facility's IT domain. Every employee will have a unique login credential that will automatically expire and require updating regularly, and all stored data will be encrypted using SHA 256-bit encryption keys. The network infrastructure will be fully managed, allowing for precise control of network resources, and website(s) will require age verification to access the site. Access to email, proprietary company information and the physical facility will be removed within 24hrs of an owner, officer, manager, or employee separating from the company. All software will include validated data trail systems to identify personnel making changes and will include a date and time stamp.

Securing Ingress and Egress onto the Premises

Per **Chapter 9(102)** During all hours when the company is not operating, they will ensure that: All points of ingress and egress on the licensed premises are securely locked and any keys or key codes to the enclosed area remain in the possession of the licensee, licensee representative, or authorized personnel **Chapter 9(102)(1)**; and all cannabis products on a dispensary's premises are kept in a locked, secured location or enclosure within any area such that cannabis products are not visible from any area outside the licensed premises **Chapter 9(102)(2)**. **Chapter 11(102)(2)** All points of ingress and egress to and from areas where cannabis products may be present as well as any entrance or exit door from the premises will be secured with cameras (see video surveillance section above).

Workplace Safety Plans/Understanding Occupational Safety and Health Administration (OSHA) Plans: Our SOPs are primarily established by the framework provided by OSHA, which has been proven effective through various safety plan studies. OSHA has developed a framework for maintaining safe practice standards within any given operation. These standards help promote safety and accountability on all ends of the process. Every core element is established to coordinate OSHA safety protocols to better the employees, the products, and consumers. The following essential elements are part of Dolphin Dayz LLC's safety plan, including a policy and procedure for employees to report injuries, illnesses, close calls/near misses, and other safety and health concerns. Each report will be responded to promptly, and reports may be submitted anonymously to reduce potential fear of reprisal. A hazard analysis will be conducted throughout the facility to collect, organize, and identify types of hazards

present, particularly those that employees may be exposed to. This will include a review of all manufacturer's protocols for equipment and supplies and including key elements in all SOPs. A job hazard analysis (JHA) for each cultivation position will be conducted to identify and evaluate the hazards and risks employees may have been exposed to. The JHA will follow OSHA protocols and require continual employee evaluation to ensure proper safety protocols are in place. NIOSH publications, engineering reports, industry standards, safety data sheets, and other relevant materials will be reviewed to identify any additional hazards that may be present and could affect employee, visitor, and product safety. All employees must read and acknowledge all SOPs before beginning work. Equipment demonstrations will be given, and employees will be required to demonstrate competency in the procedure, including knowledge of necessary procedures, before being permitted to work independently. Employees will be encouraged to attend training classes, either conducted internally or externally, provided by equipment manufacturers to further understand the equipment and its operating functions. Employee training records will be reviewed annually to ensure that all training is up-to-date. Employees whose performance does not meet Dolphin Dayz LLC standards will be required to repeat training and capability demonstrations. SOPs will also be reviewed annually, and updated as needed, to ensure the most current procedures are being followed. Injuries, illnesses, accidents, and near misses will be logged and tracked to reduce repeat instances. Workers who may be exposed to hazardous chemicals will wear monitoring devices to track exposure. The use of monitoring devices will follow all OSHA standards.

Plans for Storing Cannabis: Safes, Vaults, and Climate Control: Facility storage policies are designed to ensure all cannabis and cash or currency are protected from diversion, theft, loss, and degradations. Secure storage for cannabis inventory and currency will be located in limited access areas, including refrigeration for perishable cannabis products. Secured storage areas will be secured with limited access protocols and climate-controlled to prevent product degradation. Air intake to the facility and storage areas will be filtered to avoid the intrusion of pests that may cause product deterioration. All currency and cannabis, including quarantine and waste cannabis, will be kept in a steel safe or vault with an Underwriters Laboratory (UL) Group 1 rating. Vaults and safes will have doors secured by an outside combination lock and pin code and will only be accessible by identified Type 1 Key Employees. Safes will be bolted or cemented to the floor or wall so they can't be readily removed. Vaults and safes will be secured with a commercial grade combination pin code reader for authorized personnel to enter. The combination will be changed at irregular intervals not to exceed 90 days. A log of all safe/vault entries and code changes will be maintained with the security records. Designated storage areas for cannabis, including separated areas for in-process materials and waste, will be located in limited access areas to prevent cross-contamination and product diversion. Dolphin Dayz LLC will strictly limit the number of individuals accessing cannabis storage areas to the minimum number necessary.

Storage areas will be maintained in a clean and orderly condition, be free of infestation by pests or vermin, and have adequate lighting, ventilation, temperature, sanitation, humidity, space, equipment, and security conditions to ensure safety and quality of stored cannabis. Cannabis will be stored in containers that are non-reactive and non-absorptive and that are located off of the floor. Storage areas will have automatic lighting that turns on when employees are present but is otherwise turned off to limit product exposure to light and reduce energy consumption. Cannabis storage areas will also be climate controlled to ensure adequate ventilation, limit daily

temperature fluctuations, and maintain ideal humidity levels to protect the product quality and prevent mold growth. Storage climate will be controlled by an automated control system for the facility's HVAC system. .

Diversion Prevention Plan: Preventative measures protect Dolphin Dayz LLC's most essential assets: those working there. As a preventative strategy, cannabis diversion will be managed by implementing proper inventory control. The first step toward preventing diversion involves a strong inventory control system that is audited and maintained regularly. Dolphin Dayz LLC will conduct a comprehensive inventory of all cannabis at its facility. After that, comprehensive inventory audits will be conducted without notice and before, during, and after an investigation. Such comprehensive inventories will account for all cannabis on hand in possession of the facility, including damaged, defective, expired, or adulterated cannabis awaiting disposal. During ongoing operations, inventory audits will be conducted periodically, no less frequently than once per month, to account for all stored, usable, and unusable cannabis. Such audits will reconcile physical cannabis inventory with the inventory recorded.

Emergency Management Plan: As part of Dolphin Dayz LLC's commitment to ensuring a safe and compliant atmosphere on-premise, a multi-faceted emergency management plan will be established to cover a wide range of situations that necessitate preliminary training procedures in place. Due to page length limitations, Dolphin Dayz LLC has outlined only a small selection of plans that help the organization establish guidelines for intercompany safety. Employees will undergo additional safety training, including Active Shooter Awareness training by the US Department of Homeland Security, CPR training by the American Heart Association, Heimlich video training by Heimlich Heroes, and the Cardiac Emergency Response Plan by the American Heart Association. They will be required to read OSHA's Workplace Violence Factbook. They must complete the CDC's Late Night Workplace Violence Prevention (when applicable) and Workplace Homicide Prevention online training programs. The fire safety and prevention plan below offers a proactive approach to preventing tragedies and loss of assets through facility design and specialized employee training. With environmental changes becoming more volatile and the current political climate creating tension and uncertainty, a comprehensive series of Disaster Plans will be implemented to prepare staff for anything from a natural disaster to an active shooter.

Fire Safety Plan: Dolphin Dayz LLC facilities will be constructed to meet or exceed the requirements of state and local fire codes, building codes, and other applicable building standards and codes to ensure the facility will pass inspection by the Fire Chief to obtain and maintain an occupancy permit. All emergency alert systems will possess a visual and audible alarm to alert employees and visitors of an emergency.

Fire Prevention Plan (FPP): All employees will receive training on the facility Fire Prevention Plan (FPP), designed to provide employees with information and guidelines that will assist them in recognizing, reporting, and controlling fire hazards. The FPP serves to reduce the risk of fires by identifying materials that are potential fire hazards and their proper handling and storage procedures; Distinguishing potential ignition sources and the appropriate control procedures of those materials; Describing fire protection equipment and systems used to control fire hazards; Identifying persons responsible for maintaining the equipment and systems installed to prevent

or control ignition of fires; Identifying persons accountable for the control and accumulation of flammable or combustible material; Providing training to employees about fire hazards to which they may be exposed. The FPP will help the facility eliminate the causes of fire, prevent loss of life and property by fire, and comply with state and local standards on fire prevention.

Dolphin Dayz LLC will also work with the local Fire Marshal to provide training demonstrations on the proper use of fire extinguishers and conduct fire drills so that employees become familiar with exit routes. Primary and secondary meeting points will be established, and team leads will be identified as responsible for directing employees and visitors out of the facility and to meeting points and taking attendance of those present to determine if any person is missing.

Disaster Plan (DP): The facility will develop policies and procedures for each facility that will describe procedures for the receipt, security, storage, inventory, distribution of cannabis, recalls, receipt of complaints or reports of adverse events, responding to emergencies, including medical emergencies, robberies, or other crimes and acts of violence, and situations that constitute a local, state, or national emergency. Training on the DP will ensure all employees can recognize, report, and respond to emergencies and know where to find emergency exits, evacuation routes, and muster points. A copy of the DP will be provided to emergency responders such as the police and fire departments. Information contained in the plan will include the location of emergency and fire exits, which will also be clearly labeled and posted throughout the facility and will consist of evacuation routes, designated safe rooms, and muster points where employees can be accounted for and wait for first responders in case of an emergency, the use of the KNOX-BOX Rapid Entry System safe box, which provides first responders with a means to retrieve building keys or other means of access to prevent the need for forced entry when the building is locked during an emergency, and the location of hazardous materials at the facility, including flammable materials and potential ignition sources including NFPA 704 rated signage.

Reporting Adverse Events: Dolphin Dayz LLC will be following adverse event protocols, including procedures that will be followed in the event of a recalled product, including submission, notification, investigation, and follow-up instructions.

Conclusion

The essential asset for Dolphin Dayz LLC to protect is their employees and the consumers who will enjoy their products. Strong standard operating procedures, well-trained staff prepared for various emergencies, and a strong security culture throughout the facility's design ensure the safety of everyone involved. These standards allow the company to fulfill its corporate duty to create a secure business model. The following plan below will focus on the safety of employees and staff.

Emergency Action Plan (EAP)

Dolphin Dayz LLC has established this Emergency Action Plan (EAP) to protect its employees and business in the event of an emergency. Additionally, as per Section 5(a)(1) of the OSH Act of 1970, the company will provide a workplace free from recognized hazards that are causing or are likely to cause death or serious physical harm to employees and will comply with occupational safety and health standards promulgated under this Act. Employees must comply

with all applicable safety and health standards, rules, regulations, and orders, including company procedures and safe work practices. Dolphin Dayz LLC will maintain a written copy of this plan at each facility for employees to review; facilities with ten or fewer employees may communicate this plan orally.

This plan will include, at a minimum, procedures for reporting emergencies, and emergency evacuations, including exit route assignments, critical operations before evacuating and accounting for personnel after an evacuation. Also, it will identify the individuals to contact for more information about the plan. The company will designate and train employees to assist others in ensuring a safe and orderly evacuation. Dolphin Dayz LLC will review this EAP with each affected employee; when the plan is developed or the employee is assigned initially to a job, their responsibilities under this plan change, and when the plan is changed.

Assignment of Responsibility

Dolphin Dayz LLC has designated the Chief Operations Officer to manage its EAP. They will also be responsible for maintaining all training records about this plan and scheduling routine tests of the emergency notification system with the appropriate authorities. Furthermore, the Emergency Plan Manager will be responsible for coordinating with local public resources, such as the fire department and emergency medical personnel, to ensure that they are prepared to respond as outlined in this plan, including allowing emergency responders to walk through the facility to familiarize themselves with the layout of the structures, types, and volume of hazardous chemical storage. Other hazards they may encounter when responding. This EAP will include feedback from emergency responders.

Employees of Dolphin Dayz LLC will be responsible for knowing the procedures outlined in this plan and appropriately acting upon them. Before an emergency, employees will become familiar with the contents of the company's EAP, who to report emergencies to, the designated evacuation routes, and the assigned meeting locations. Employees must assist the Emergency Response Team if requested, follow instructions on how and when to evacuate, report any emergencies such as a bomb threat or threats of violence to their supervisor immediately, and report immediately to their designated meeting location after evacuating the facility.

Employee Alarm Systems

Dolphin Dayz LLC's emergency employee alarms will be installed, maintained, tested, and inspected in accordance with **29 CFR §1910.165**. The company ensures that employee alarm systems will provide warning for necessary emergency action as called for in the EAP, or for reaction time for the safe escape of employees from the workplace or the immediate work area, or both **29 CFR §1910.165(b)(1)**. Additionally, the alarm will be capable of being perceived above ambient noise or light levels by all employees in the affected portions of the workplace. Tactile devices will be used to alert those employees who would not otherwise be able to recognize the audible or visual alarm **29 CFR §1910.165(b)(2)**. Dolphin Dayz LLC ensures that the alarm will be distinctive and recognizable as a signal to evacuate the work area or to perform actions designated under the EAP **29 CFR §1910.165(b)(3)**.

In accordance with **29 CFR §1910.165(b)(4)**, employees will be notified of the preferred means of reporting emergencies, such as manual pull box alarms, public address systems, radio, or

telephones. The company will post emergency numbers near telephones, employee notice boards, and other conspicuous locations when telephones serve to report emergencies. Where a communication system also serves as the employee alarm system, all emergency messages will have priority over all non-emergency messages. Also, the company will ensure that all devices, components, combinations of devices, or systems constructed and installed to comply with this standard are approved. Steam whistles, air horns, strobe lights or similar lighting devices, or tactile devices meeting the requirements of this section are considered to meet this requirement for approval **29 CFR §1910.165(b)(5)**.

As stated in **29 CFR §1910.165(c)(1)**, Dolphin Dayz LLC ensures that all devices, components, combinations of devices, or systems constructed and installed are approved and comply with **29 CFR §1910.165**; this includes all steam whistles, air horns, strobe lights or similar lighting devices, and tactile devices. In addition, as per **29 CFR §1910.165(c)(2)**, all employee alarm systems will be restored to normal operating conditions as promptly as possible after each test or alarm. Spare alarm devices and components subject to wear or destruction will be available in sufficient quantities and locations for prompt restoration of the system.

Dolphin Dayz LLC also ensures that all employee alarm systems are maintained in operating condition except when undergoing repairs or maintenance **29 CFR §1910.165(d)(1)**. Non-supervised employee alarm systems will be tested for reliability and adequacy at least every two months. A different actuation device will be used in each test of a multi-actuation device system. No individual device is used for two consecutive tests **29 CFR §1910.165(d)(2)**.

The company will maintain or replace power supplies as often as is necessary to assure a fully operational condition. Back-up means of alarm, such as employee runners or telephones, will be provided when systems are out of service **29 CFR §1910.165(d)(3)**. Additionally, any employee alarm circuitry installed after January 1, 1981, which is capable of being supervised, is supervised, and it will provide positive notification to assigned personnel whenever a deficiency exists in the system. All supervised employee alarm systems will be tested at least annually for reliability and adequacy **29 CFR §1910.165(d)(4)**. All servicing, maintenance, and testing of employee alarms will be done by a person trained in the designed operation and functions necessary for the reliable and safe operation of the system **29 CFR §1910.165(d)(5)**.

As stated in **29 CFR §1910.165(e)**, all manually operated actuation devices in conjunction with employee alarms are unobstructed, conspicuous, and readily accessible.

Exit Routes and Emergency Planning

Dolphin Dayz LLC's EAP will include exit routes that meet the design and construction requirements of **29 CFR §1910.36(a)**, which include, each exit route will be a permanent part of the workplace **29 CFR §1910.36(a)(1)**; construction materials used to separate an exit from other parts of the workplace will have a one-hour fire resistance-rating if the exit connects three or fewer stories and a two-hour fire resistance-rating if the exit connects four or more stories **29 CFR §1910.36(a)(2)**; and that an exit is permitted to have only those openings necessary to allow access to the exit from occupied areas of the workplace, or to the exit discharge. An opening into an exit will be protected by a self-closing fire door that remains closed or automatically closes in an emergency upon the sounding of a fire alarm or employee alarm

system. Each fire door, including its frame and hardware, will be listed or approved by a nationally recognized testing laboratory 29 CFR §1910.36(a)(3).

Dolphin Dayz LLC ensures that all exit routes will comply with 29 CFR §1910.37. Additionally, as stated in 29 CFR §1910.37(b)(1), each exit route will be adequately lighted so that an employee with normal vision can see along the exit route, clearly visible and marked by a sign reading "Exit" 29 CFR §1910.37(b)(2), be free of decorations or signs that obscure the visibility of the exit route door 29 CFR §1910.37(b)(3). Signs will be posted indicating the direction of travel to the nearest exit if the direction of travel is not apparent 29 CFR §1910.37(b)(4) and doorways or passageways, that could be mistaken for an exit, will be marked "Not an Exit" or similar designation 29 CFR §1910.37(b)(5). The company will ensure that each exit sign will be illuminated in accordance with the requirements of 29 CFR §1910.37(b)(6) and in lettering that complies with the requirements of 29 CFR §1910.37(b)(7). Employees will not occupy a workplace during construction, repairs, or alterations until the exit routes are completed, and adequate fire protection is available.

Evacuation Wardens: The company will designate "evacuation wardens" responsible for assisting individuals from danger to safe areas during an emergency. Evacuation wardens will check offices, bathrooms, and other spaces before being the last person to exit an area. The company will provide such persons with the appropriate training, including the facility's layout, various evacuation routes, the buddy system, and any hazardous areas to avoid. Visitors will be required to sign in to ensure they are accounted for in the event of an evacuation.

Assembly Areas: Dolphin Dayz LLC will designate areas for employees to gather after evacuating. Inside assembly areas will have sufficient space to accommodate the capacity of each area. Outside assembly areas will be utilized when the building is partially or completely evacuated, located within an open area away from highly populated areas. Each designated evacuation warden will conduct a headcount and provide the name and last known location of individuals that cannot be accounted for to the appropriate supervisor.

Shelter-in-Place

Dolphin Dayz LLC defines shelter-in-place as taking refuge in an interior room or rooms within its facility, preferably one with no or few windows. Employees will be provided training to understand the importance of deciding whether to stay in place or move to another location. The company will establish a means of alerting employees to shelter in place; this alert will be easily distinguishable. They will also communicate the importance of checking televisions, radios, and the internet for information or official instructions as they become available. Dolphin Dayz LLC will conduct shelter-in-place drills on a regularly scheduled basis and maintain a sufficient stock of battery-operated radios, flashlights, and first aid kits.

Employees will be aware of the company's shelter-in-place procedures, which include, shutting and locking all windows and doors; turning off all air circulation systems; going to the designated rooms for refuge, sealing all windows, air vents, and doorways; turning on any available television or radio; waiting for instructions that everything is clear.

Shelter-in-Place for Hazardous Incidents: In the event where hazardous materials, including chemical, biological or radiological, are potentially released into the atmosphere, whether accidentally or intentionally, employees will be instructed to take refuge in rooms with no

windows that are open or can open and with little to no ventilation. Individuals who cannot move will be instructed to close any open doors.

Shelter-in-Place for Persons Deemed a Threat: In the event that a person is deemed to be a threat, employees will be instructed to stay in the room they are in and lock the doors and cover any windows. Additionally, employees will encourage others to remain calm, stay where they are, and only come out when directed by a recognized authority. Any suspicious activity or foreign odor will be immediately reported to the appropriate supervisor.

Shelter-in-Place for Extreme Weather: In the event of extreme weather conditions, such as a hurricane or tornado, employees will be instructed to move to an interior room with no windows, or a hallway on the lowest floor possible; stairwells will be utilized if all rooms have windows. They will also be instructed to stay in the center of the room and remain in place until the threat has passed.

Basic First Aid

Dolphin Dayz LLC ensures that there will be an adequately trained person to render first aid in the event an infirmary, clinic, or hospital, which is used to treat all injured employees, is not in near proximity to the facility, which is used to treat all injured employees **29 CFR §1910.151(b)**; also, adequate first aid supplies will be readily available. As stated in **29 CFR §1910.151(c)**, facilities for drenching or flushing the eyes and body will be provided for immediate emergency use in areas where the eyes or body of an employee are exposed to injurious corrosive materials.

First aid kits will comply with **Table 1: American National Standard (ANSI) Z308.1-1998 "Minimum Requirements for Workplace First-aid Kits."** Dolphin Dayz LLC will ensure that if it is reasonably anticipated employees may be exposed to blood or other potentially infectious materials, first aid kits will comply with provisions of the Occupational Exposure to Bloodborne Pathogens Standard, CFR 29 §1910.1030(d)(3).

Item	Minimum Quantity		Minimum Size/Volume
	Class A Kits	Class B Kits	
Adhesive Bandage	16	50	1 X 3 in.
Adhesive Tape	1	2	2.5 yd. (total)
Antibiotic Application	10	25	1/57 oz.
Antiseptic	10	50	1/57 oz
Breathing Barrier	1	1	
Burn Dressing (Gel Soaked)	1	2	4 X 4 in.
Burn Treatment	10	25	1/32 oz.
Cold Pack	1	2	4 X 5 in.
Eye Covering (with means of Attachment)	2	2	2.9 sq. in.
Eye/Skin Wash	1 fl. oz. total	4 fl. oz. total	
First Aid Guide	1	1	NIA
Hand Sanitizer	6	10	1/32 oz.

Medical Exam Gloves	2 pair	4 pair	NIA
Roller Bandage (2inch)	1	2	2 in. X 4 yd.
Roller Bandage (4inch)	0	1	4 in. x 4 yd.
Scissors	1	1	N/A
Splint	0	1	4.0 X 24in.
Sterile Pad	2	4	3 X 3 in.
Tourniquet	0	1	1 in.(width)
Trauma Pad	2	4	5 X 9 in.
Triangular Bandage	1	2	40x40x56 in.

Table 1: American National Standard (ANSI) Z308.1-1998 "Minimum Requirements for Workplace First-aid Kits."

Employees designated by Dolphin Dayz LLC to provide emergency care to an individual in the event of an injury, will be trained in cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) use. Such training will be, at minimum, equivalent to the American Heart Association (AHA) Heartsaver AED standards and the American Safety and Health Institute (ASHI) standards. Once notified of an emergency, the designated responder will contact the appropriate local emergency department and provide the operator with the facility's address, type of emergency, and contact information.

If an individual not employed by Dolphin Dayz LLC is injured, first aid supplies will be provided. Additionally, only a designated emergency responder who has completed the appropriate training will provide any necessary first aid; the local emergency department will be contacted if treatment beyond basic first aid is required.

Hurricane/Tropical Storm

Dolphin Dayz LLC understands the devastation a hurricane/tropical storm can have on its business. This section will outline the company's procedures before, during, and after a hurricane/tropical storm.

Preparing for a Hurricane/Tropical Storm: Dolphin Dayz LLC will take various precautions to minimize the impact a hurricane will have on its business and ensure its employees' safety and health. Staying up to date on the weather is essential during hurricane season, from early June through late November. Furthermore, the company will communicate the different warnings and watches to its employees, as defined by the National Weather Service (NWS); these include:

Tropical Storm Watch: This is issued when Tropical Storm conditions include winds of 39-73 mph and pose a possible threat within 48 hours.

Tropical Storm Warning: This is issued when the conditions of a Tropical Storm Watch are expected within 36 hours or less.

Hurricane Watch: This is issued when sustained winds of 74 mph or higher are possible and issued 48 hours before tropical-storm-force winds arrive.

Hurricane Warning: This is issued when the conditions of a Hurricane Watch are expected within 36 hours in advance of the onset of tropical-storm-force winds.

Additionally, they will review and revise, if needed, its shelter-in-place procedures, ensure that all first aid kits are adequately stocked, and communicate the company's emergency evacuation plan to its employees. The company will maintain backups of vital records and documentation on a secure cloud base server or in a secure location offsite. They will conduct a worksite inspection regularly to ensure that drains and gutters are free of debris and functioning properly and that heavy equipment such as air conditioning units and exhaust vents are anchored and securely fastened.

If the region that the company is operating in receives a watch or warning. In that case, it will move all essential equipment and inventory to higher storage locations to minimize any potential damages or losses. Non-critical devices, such as computers, point-of-sale systems, and other electrical equipment will be turned off and covered with plastic tarps.

During a Hurricane/Tropical Storm: Employees of Dolphin Dayz LLC will remain in designated areas and rooms free from windows and glass. If possible, designated personnel with adequate training will patrol the facility and record any structural deficiencies caused by the storm. Weather updates via television, radio, or the internet will be continuously monitored for emergency alerts and to stay informed on the storm's progress.

Recovering from a Hurricane/Tropical Storm: Once the region is declared safe, a designated person will ensure the storm has passed. The company will conduct a damage assessment of the facility. This will include contacting the appropriate insurance companies, capturing damages through photos and videos, taking a detailed inventory of products and equipment, separating any damaged property, ensuring adequate security measures, and contacting any partnering contractors to start repairs.

Flooding

Introduction: Dolphin Dayz LLC has established these safe work practices and procedures to ensure the safety and health of its employees and business in the event of a flood. These measures will assist in minimizing any potential product or equipment loss and enable the company to return to normal operations quicker.

Responsibilities: Dolphin Dayz LLC will provide employees with, at minimum, general awareness training, including the company's emergency procedures and evacuation plan in the event of a flood. The company has designated the CEO to be responsible for implementing these procedures and will review and revise them as necessary. Each employee will be designated with a role and informed of the responsibilities of that role.

Planning for a Flood: Facilities located in a region that is prone to flooding will contact the local flood management authorities to determine any factors that may encourage flooding. Additionally, the company will measure the water levels and how those levels rise after rainfall of nearby waterways, such as rivers, lakes, or streams. These readings will help establish the appropriate response times and necessary procedures to be implemented. The company will install localized water-level gauges to monitor the conditions near the facility.

The company will establish a routine facility maintenance plan and will review its effectiveness at least annually. This plan will ensure that equipment and emergency power generators are checked regularly and are in good working condition. In addition, facility inspections will be conducted to identify any potential hazards that may occur in the event of a flood, such as ensuring that the roof is not susceptible to heavy rain or high wind speeds, establishing flood protection measures for areas located below-ground, and the appropriate fire protection is serviceable and readily available. Flood emergency kits will be readily available and adequately stocked; emergency shutdown procedures for vulnerable or critical equipment will be stored within these kits. If possible, sewage disposal and drainage lines will be equipped with manually operated release valves to prevent the reverse flow of sewage waste.

Flood Advisories: When flooding may occur in the facility's region, Dolphin Dayz LLC will monitor the local news via television or radio for additional information or flood advisory alerts. The company will follow the advice of local authorities to shelter in place or evacuate. Also, the various advisory alerts will be communicated to the employees, as defined by the National Weather Service (NWS), which include:

Flood Advisory: *Be Aware.* This is issued when flooding is not expected, but caution should be exercised.

Flood Watch: *Be Prepared* This is issued when conditions are favorable for flooding, but flooding is not guaranteed.

Flood Warning: *Take Action* This is issued when flooding is imminent or occurring.

Flash Flood Warning: *Take Action* This is issued when a flash flood, a sudden violent flood that can take from minutes to hours to develop, is imminent or occurring.

Responding to a Flood: In the event flooding is imminent, the CEO, or a designee, will be notified immediately. Once alerted, they will monitor the situation, communicate any local authorities' instructions to the workforce, and begin implementing emergency procedures. This will include shutting down and unplugging noncritical and nonessential electrical equipment, relocating water-sensitive products and equipment above expected flood levels, and anchoring or weighing down buoyant materials that are unable to be relocated. Additionally, the company will take all the necessary steps to prevent the release of potentially hazardous chemicals, such as moving them to a safe location.

During the Flood: Dolphin Dayz LLC will emphasize that the safety and health of its employees take precedence and will encourage them to follow the instructions from the local authorities. As flooding occurs, the local news will be continuously monitored, and designated personnel will continue to conduct emergency procedures as long as it is safe. To maintain employee accountability, a headcount or role call will be conducted periodically. A logbook that documents the event's details will be maintained (*e.g., instructions that are given, various alarm stages, shelter-in-place or evacuation, etc.*). This record will help determine damages and losses during the recovery phase and allow the company to identify and improve the response plan.

Recovering from a Flood: As soon as floodwaters recede employees will be instructed to gather at the designated assembly area, individuals seriously injured will not be moved, and a headcount will be conducted. Employees will be instructed to stay clear of downed utility wires and out of the floodwater if possible. Emergency services will only be connected if it is necessary or if not

everyone can be accounted for. Once the facility is deemed safe, the company will designate a competent person to conduct an assessment of the entire worksite and facility. The assessment will also identify any hazards, the corresponding hazard levels, and the measures needed to mitigate those hazards.

Before initiating clean-up operations, the assessment will be reviewed for any of the hazards that were identified. Local utility companies and emergency response establishments that the company has partnered with will be contacted. The company will ensure that gas and electric sources will be turned off and any spills containing hazardous chemicals or asbestos-containing materials will be mitigated before facility access is allied. Employees performing any clean-up duties will be provided with the appropriate personal protective equipment (PPE), such as gloves, hard hats, and protection for the feet, eyes, and hands. During clean-up, damaged and undamaged items will be separated and inventoried; any damages or losses will be reported to the appropriate insurance company. Once clean-up operations are completed, a final inspection will be conducted to ensure that all hazards have been identified and remediated.

Pandemic/COVID-19 Preparedness Plan

Introduction: Dolphin Dayz LLC is committed to protecting its employees from potential workplace exposures to highly-infectious diseases and viruses, including SARS-CoV-2, more commonly known as coronavirus disease 2019 (COVID-19). The company has established the following pandemic preparedness plan to help reduce, control, and eliminate any risk of contracting and spreading a highly infectious disease. This plan is designed to identify the risks of an outbreak and provide the necessary steps for prevention, containment, and elimination.

Responsibilities: Dolphin Dayz LLC will establish and maintain an effective prevention plan, including procedures for reporting and investigating potential cases, working from home, and workplace controls. They will provide employees with the necessary procedures, resources, and training to protect themselves and others around them in the event of a pandemic. Dolphin Dayz LLC will comply with all local, state, and federal guidelines and will communicate them to employees as they become available. Employees will be responsible for following the company's established procedures and the guidelines set forth by local, state, and federal authorities. Additionally, they are required to attend and participate in the provided training. Employees who exhibit symptoms will self-report to the appropriate supervisor immediately and stay home if illness symptoms are present before reporting to work.

Communication Systems: An effective two-way communication system will be established for employees to report all symptoms, potential exposures, and infectious hazards at the workplace to the appropriate supervisor immediately, without fear of retaliation or reprisal. Employees with underlying health conditions will utilize this system to inform the company of any accommodations they require. If testing is required due to guidelines enforced by local, state, or federal authorities, or workplace exposure, the company will communicate its testing procedures and inform any affected employees.

Investigation and Response: Dolphin Dayz LLC will investigate reports of exposure in the workplace to discover any potential cases. Investigations will confidently ask the suspected case general questions that may confirm possible exposure. In the event a positive case is discovered,

the company will document the last day the positive case was in the workplace and when symptoms began. Contact tracing will be conducted of any individual, location, and equipment exposed to the positive case. Individuals who were potentially exposed will be notified that the case was confirmed positive within one business day. The company will determine if workplace conditions contributed to the exposure and implement any necessary controls.

Dolphin Dayz LLC ensures that employee medical records and personal identifying information of individuals involved in the investigation process will be kept confidential in accordance with the Health Insurance Portability and Accountability Act (HIPAA). During the investigation process

Physical Distancing: Depending on the severity of the pandemic and its anticipated health effects, employees will maintain the appropriate distance between each other and customers. Workstations will be modified to comply with the recommended distance and visual cues indicating the appropriate distance throughout the workplace. Physical barriers, such as clear panels or transparent curtains, will be installed when social distancing cannot be maintained. Occupancy of common areas, break rooms, and bathrooms will be limited, while staff meetings will be conducted via virtual or voice calls. Modified work schedules that alternate days, shifts, and breaks will be implemented appropriately; remote work arrangements will also be approved on an individual basis.

Face Coverings: Dolphin Dayz LLC will enforce any guidelines regarding masks from local, state, and federal authorities. Face coverings are required to cover the nose, mouth, and chin and fit snugly to ensure no gaps between the face and covering. Employees will ensure that face coverings properly fit over the nose and mouth, approved by the Centers for Disease Control and Prevention (CDC), are clean and undamaged, and worn at all required times. The company will provide employees with face coverings or surgical masks, at no additional cost to the employee, except for employees whose work responsibilities require a respirator or similar equipment. For employees conducting tasks where coverings are at risk of becoming wet or soiled, replacement coverings will be provided by the company.

In accordance with Title VII of the Civil Rights Act of 1964, individuals who are unable to wear or have difficulty wearing certain types of face coverings due to a disability or who need a religious practice will be provided reasonable accommodations. The company will acquire coverings where the mouth is visible to ensure that deaf or hard-of-hearing employees can communicate.

Ventilation: Facilities and ventilation systems will be modified to improve air ventilation throughout the structure. Windows and doors will be opened if weather conditions permit. This will increase the introduction of outdoor air. In addition, fans will be placed securely in a window to increase their effectiveness. Air filters will be inspected to ensure they are within the recommended service life and are as high as possible without significantly reducing design airflow. Racks that house the filters will also be inspected to ensure the correct filter is installed and fits properly. Portable high-efficiency particulate air (HEPA) filtration systems will be considered for areas with high occupancy or limited ventilation.

Housekeeping and Hygiene: Dolphin Dayz LLC will establish cleaning and disinfecting procedures in accordance with any guidelines enforced by the local, state, and federal authorities. If no guidelines have been established, employees are required to comply with the company's established procedures until further notice. The company will provide cleaning products containing soap, detergent, and disinfectants approved by the Environmental Protection Agency (EPA). Frequently touched items such as display cases, point-of-sale systems (POS), and door handles will be cleaned and sanitized frequently throughout the day. In addition, high traffic areas and common areas, such as bathrooms, sales floor, and break areas will be thoroughly cleaned and sanitized at the end of each workday.

Employees will be required to practice good personal hygiene and wash their hands frequently during the day. Touchless dispensers for hand sanitizer, paper towels, and soap will be provided throughout the workplace.

Returning to Work: Employees who have been confirmed as a positive case, or have had close contact with a confirmed or suspected case, will be advised to stay home from work. If no guidelines have been established by local, state, or federal authorities, employees will remain home from work and contact Dolphin Dayz LLC once all of the signs or symptoms have passed. Employees are required to contact their supervisor if they have symptoms or if a member of their household show signs of being ill. The company will establish and implement flexible, non-punitive sick leave to prevent and reduce transmission among employees. Benefits like the Family Medical Leave Act (FMLA) will be communicated and promoted for eligible employees.

Personal Protective Equipment: Disposable gloves, masks, and goggles will be provided to employees handling disinfectants. The company will conduct a risk assessment to determine the need for additional PPE and will provide it at no additional cost to employees. Employees are not permitted to reuse disposable gloves and will replace them as soon as they become visibly contaminated or torn. Personal eyeglasses will not be considered adequate eye protection. Equipment and cleaning supplies will be properly disposed of and stored in their designated area.

Vaccination: Dolphin Dayz LLC will comply with the guidelines established by local, state, and federal authorities regarding vaccines. Employees will be provided the appropriate allotted time to receive vaccinations and the recommended recovery time afterward. Depending on the severity of the pandemic and the guidance from the appropriate governing entities, employees not vaccinated will not be able to return to the workplace.

Training: Dolphin Dayz LLC will provide adequate training to employees and ensure that they comprehend and understand their responsibilities and the importance of following the established protective measures. The company acknowledges the complexity of a pandemic and the continuity and recovery process; they will provide timely, up-to-date training appropriate for each pandemic. Employees will be informed of all human resources (HR) related issues, including paid and unpaid sick time, overtime and wages, employee assistance programs, vaccinations, declinations, quarantines, and return-to-work procedures.

Each training will include, at a minimum, an explanation of the relevant infectious disease, its signs and symptoms, and its modes of transmission; methods for recognizing activities that

involve potential exposure; appropriate engineering controls, work practices, and PPE; description of the roles and responsibilities assigned to each employee; and information on the availability, efficacy, safety, method of administration, and benefits of available vaccines and treatments. Training will also include the company's procedures for social isolation; reporting exposure or potential exposure; self-monitoring and reporting; stay-at-home procedures relating to school and childcare closings; at-home care of ill family members; and designated contact points.

Robbery

Introduction: Dolphin Dayz LLC has adopted these safe practices and procedures to ensure the safety of its employees in the event of a robbery.

Prevention: The company will have at least two employees during opening and closing hours. While opening, employees will inspect the facility for forcible entry and ensure that no one unauthorized is within the facility before closing. Point-of-sale systems will have a minimum amount of cash in the drawer, and any additional money will be kept in a securely locked safe. Large amounts of cash will not be counted in areas visible to customers. Bank deposits will be made at varying hours with at least two employees or picked up by a licensed courier.

Both the facility's interior and exterior will be well illuminated and easily visible from the street. Security cameras will be prominently displayed, and the company will visually publicize the use of good cash protection techniques and good protection equipment. Physical barriers will be installed at the sales counter to separate the customers and the employees. Additional security measures will be installed that will help the employees have a complete view, such as locating the registers in an area visible from the street and convex mirrors. Entrances and exits will be marked so that the height of individuals entering and exiting is easily identifiable. Employees will be provided with adequate training in the event of a robbery, including procedures for reporting suspicious behavior of individuals inside or near the facility and procedures to follow during and after a robbery. The company will consider equipping secure areas with doors that automatically lock when it closes, a silent alarm system with a panic button, and a dual key, drop or delay-action time-lock safe.

During a Robbery: Employees involved in a robbery situation will be instructed to remain calm and to never argue with the robber in order to not cause any agitation. Also, commands and requests from the robber will be complied without questioning and or offering additional assistance, such as handing over more than what is being requested. Alarm systems will only be activated if it can be done safely and undetected. Anything that may surprise or startle the robber will be communicated if possible, such as the return of a co-worker or manager. Employees will gather as much information about the suspect as possible, including age, eye and hair color, race, height, weight, etc. Also, attempt to identify the weapon, doing this briefly with no sudden movements will help law enforcement with their investigation.

After the Robbery: Dolphin Dayz LLC will establish roles and responsibilities to each employee in the event of a robbery. After the suspect leaves the facility, employees will be prohibited from attempting to chase or follow the robber or getaway vehicle. If it is safe to do so, a getaway vehicle description will be obtained, such as the make, model, color, and license plate

number. The company will temporarily shut down business until law enforcement arrives and conducts an investigation. When contacting law enforcement, the employee will provide the time the suspect left the facility, the suspect's description, and the direction and method of travel. Additionally, the dispatcher will be notified of any individuals that were injured during the incident. Areas that may contain evidence will be left alone and preserved for law enforcement. Employees and individuals involved in the robbery will write down the sequence of events and a description of the suspect. Individuals not employed by Dolphin Dayz LLC will be asked to stay until law enforcement arrives; individuals that are not able to stay will be asked to provide their statement, name, address, and phone number. Employees will assist in the investigation and cooperate with directions given by the authorities.

Active Shooter

Introduction: Dolphin Dayz LLC is dedicated to providing a safe work environment for its employees and has adopted the following procedures from the Department of Homeland Security's (DHS) "Active Shooter: How to Respond" booklet in the event of an active shooter in the workplace. Employees are required to notify a supervisor of a suspicious individual or situation immediately.

Preparation and Prevention: Measures will be established to prepare and prevent incidents of an active shooter. Such as ensuring that there are at least two evacuation routes and posting them in conspicuous locations throughout the workplace. Also, providing employees with tools to allow them to indicate the potential to identify workplace violence and the remedial actions to take accordingly. This includes the Cybersecurity and Infrastructure Security Agency's (CISA) "Power of Hello" technique, which indicates using the right words can be an effective tool to start a conversation. Starting a casual conversation will help employees assess an individual and their intent. The risk that they may pose will be identified by the behavior that is observed. Management will be notified immediately if the risk is determined to be substantial.

Responding to an Active Shooter: The company will follow DHS's Active Shooter guidelines that breaks down the process into three actions: Evacuate, Hide Out, and Take Action. Evacuation will be attempted only if there is an accessible escape path and the escape route is planned, even if others are unwilling or unable to evacuate. Emergency personnel will be contacted once it is safe to do so, or if police have arrived, Instructions from officers will be followed. If evacuation is not possible, employees will be instructed to Hide Out, and seek refuge in an area that does not limit movement, is out of the active shooter's view, and provides protection from any gunfire, such as an office or closet with the door closed. Room doors will be locked and barricaded with heavy furniture to prevent any entry. If the active shooter is in close proximity, employees will remain quiet, and silence any noise, including cell phones, televisions, and radios. If evacuation or hiding is not feasible, attempt to notify authorities by calling 911. If you are unable to speak, keep the dispatcher on the line so they are able to listen. As an absolute last resort if the employee's life is in imminent danger they will Take Action, and act as aggressively as possible and attempt to disable and injure the active shooter. This will be accomplished by yelling, throwing items at the shooter, such as improvised weapons, and committing to their actions once deciding to strike.

Responding to Law Enforcement: Police officers will be determined by identifying a patrol uniform, an external bulletproof vest, or other tactical equipment. When law enforcement arrives, hands will be kept visible with the fingers spread and sudden gestures will be avoided. Employees will only exit the building when instructed to do so, will not stop speaking with law enforcement, and proceed in the direction that officers are entering the facility. Cooperation with authorities will be complied with once in a safe location, this includes answering any questions honestly and assisting emergency personnel. No one will be allowed to leave the premises until instructed to do so by law enforcement.

Training: Dolphin Dayz LLC will conduct drills to ensure that employees know how to respond to an active shooter. They will utilize local law enforcement agencies as resources when developing training exercises that include detecting the sound of gunfire and reacting when gunshots are heard or when witnessing a shooting. In addition, training will include procedures for calling 911, responding when law enforcement arrives, and adopting the survival attitude during times of crisis are all options.

Dolphin Dayz LLC will fill out and utilize the DHS Emergency Action Plan Guide: Active Shooter Preparedness as a guideline to perform training. In addition, employees will be required to watch the DHS Active Shooter PowerPoint Presentation and Webinar video, which will provide a visual guide to better understand the development of the company's emergency action plan.

Drug-Free Workplace

Introduction: Dolphin Dayz LLC has established this drug-free workplace (DFWP) to ensure the safety and health of its employees and to meet the requirements of applicable laws and regulations, including the Drug-Free Workplace Act of 1988. This policy will also establish restrictions on the use of legal substances, such as alcohol, cigarettes, cannabis, and prescription drugs within the workplace.

Responsibilities: To ensure that this DFWP is implemented properly, Dolphin Dayz LLC will enforce this policy consistently, communicate what is prohibited, and the disciplinary actions for any violations. Additionally, they will offer an employee assistance program (EAP) to provide substance abuse help, which may include counseling and other support or treatment programs. The company will provide awareness level training to help educate employees about substance abuse and addiction. It is the responsibility of all individuals employed by Dolphin Dayz LLC to attend all required training, acknowledge they understand the company's DFWP and the consequences for failing to comply with it, and adhere to all aspects regarding testing and any follow-up actions. In addition, employees are expected to report all prescribed medication to the appropriate supervisor immediately.

Safe Practices (Procedures): Dolphin Dayz LLC prohibits any individual from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized, mind-altering, or intoxicating substances, including alcohol, while on company property or while engaging in work-related activities away from the workplace.

Pre- Employment Testing: During the hiring process, individuals may be subject to a drug and alcohol screening prior to receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable Suspicion Testing: Employees may be required to submit a drug and alcohol screening whenever is reasonable suspicion they have violated this policy, including when they are involved in a work-related accident. A designated person other than the suspected employee's immediate supervisor will be considered to determine the facts and evidence of an incident that constitutes reasonable suspicion. If the suspicion is confirmed, the affected employee will receive a copy of the findings and any appropriate disciplinary action.

Post-Accident Testing: Employees will be subject to testing if they are responsible for causing or contributing to an accident that causes serious damage to Dolphin Dayz LLC property or an injury that requires medical attention. The company will immediately conduct an incident investigation to determine if the circumstances constitute probable cause the employee responsible was under the influence of alcohol or any unauthorized substance; if so that employee will be subject to testing.

Testing Process and Standards: Individuals subject to an alcohol screening will be transported to the company's designated laboratory, which will be certified by the Department of Health and Human Services, where they will provide a breath sample. Trained technicians will test the sample using federally approved breath alcohol testing devices capable of producing printed results that identify the individuals. Potential hires and employees subject to a drug screening will be transported to the company's designated laboratory, which will be certified by the Department of Health and Human Services, where they will provide a urine sample. This specimen will be sent to a federally certified laboratory and tested for amphetamines and methamphetamines, cocaine, opiates (narcotics), phencyclidine (PCP), barbiturates, benzodiazepines, and methaqualone.

Information on confirmed positive results will be provided to Dolphin Dayz LLC's medical review officer (MRO). The MRO will determine the appropriate procedures to follow and provide the appropriate supervisor and the affected employee with a written explanation of the test results. The company will adhere to the cutoff levels outlined in 49 CFR Part 382 (alcohol) and 49 CFR §40.87 (all other substances).

Employee Rights: During the collection process, employees will be provided an opportunity to disclose factors other than illegal drug use, such as taking legally prescribed medication that could cause a positive test result. The employee may submit this information in a sealed envelope to be opened only by the MRO, but only if positive. Employees suspected of violating this policy will be entitled to representation during interviews, including discussions with the MRO regarding that particular incident. In addition, the company will provide the affected employee with all related documentation of the testing process and a full copy of any test results. Employees will have up to 72 hours to rebut the positive result and request their split specimen tested again, this request will be at the employee's own expense.

Employee Assistance: Employees who abuse alcohol or drugs may have the option to use any accrued or unused sick leave so that they can enroll in a qualified treatment program. Employees who fail to enter, remain, or complete a qualified treatment may result in disciplinary action, up to and including termination. Participation in a qualified treatment does not relieve an employee of the obligation to satisfy any standards regarding employee performance. Additionally, it will not prevent any disciplinary actions the company deems appropriate. Employees may be required to be evaluated by a physician. Entrance into a treatment program will not relieve an employee of their obligation to satisfy Dolphin Dayz LLC's standards regarding employee performance. Additionally, participation will not prevent the company from administering disciplinary action for violation of its policies.

Recordkeeping: Test results will be maintained for all affected employees and will be considered confidential. These records will only be released to the employee who was tested or their designated representative, and the designated MRO. Individuals that determine or assist in determining what action should be taken in response to test results or require them to appropriately supervise or assign the employee will have limited access to test results. The company will use a similar chain of custody procedure as the Substance Abuse and Mental Health Services Administration (SAMHSA), which includes documenting the date and purpose each time a sample is handled or transferred, and the identity of every individual in the chain of custody. Training records will be documented and maintained for at least three (3) years and made available to employees. Documentation will include the date and time, attendee signatures, and any applicable information on the instructors for each training program held.

Training: Dolphin Dayz LLC will provide all new hires and affected employees with appropriate training, including the company's safe work practices and procedures, signs of drug or alcohol abuse, reasonable suspicion, testing procedures and standards, employee rights, and potential assistance programs, and recordkeeping procedures. Employees who operate company vehicles must possess a commercial driver's license and will be required to take 60 minutes of training on the symptoms of substance abuse and another 60 minutes on the symptoms of alcohol abuse.

Cyber Security

Introduction: Dolphin Dayz LLC understands the devastating impact a breach of its information infrastructure would have on its business and reputation. These may range from data security failures to malware and spyware attacks. As a result, the company will establish various administrative and technical security measures to protect confidential data and its infrastructure. Confidential data includes company finances, sales, business procedures, usernames and passwords, company contracts, legal documents, and sensitive employee, vendor, and client information. The company will only use, collect, and retain necessary data to conduct its business operations. Data and retained information will be periodically reviewed to determine whether it is still relevant and necessary; if it is not vital, it will be properly destroyed.

Responsibilities: The company acknowledges the importance of its responsibilities to protect and maintain the confidentiality, integrity, and availability of information and related infrastructure assets. Additionally, they will manage the risk of security exposures and compromises; maintain a secure and stable IT environment; identify and respond to events

involving information asset misuse, loss, or unauthorized disclosure; monitor systems for anomalies that might indicate compromise; and promote and increase the awareness of information security. Employees will be expected to attend all required training, report all suspected information security incidents or weaknesses to the appropriate supervisor, and adhere to the company's established safe work practices and procedures.

Dolphin Dayz LLC will designate an individual or group to be responsible for the risk management function and assure that risk-related considerations for information assets and individual information systems, including authorization decisions, are viewed as an enterprise with regard to the overall strategic goals and objectives of carrying out its core missions and business functions; and the management of information assets and information system-related security risks is consistent reflects the risk tolerance, and is considered along with other types of risks, to ensure mission/business success.

Plan for Securing Information Technology (IT) System and Infrastructure: Dolphin Dayz LLC ensures that all information created, acquired, or used in support of business activities will only be used for its intended purpose. Employees will be provided general security awareness training within 30 days of hire and reinforced at least annually.

Administrative Safeguards: In accordance with the Health Insurance Portability and Accountability Act (HIPAA) 45 CFR §164.308, Dolphin Dayz LLC will implement policies and procedures to prevent, detect, contain, and correct any security violations. They will conduct a risk analysis to determine any potential risks or vulnerabilities to the confidentiality, integrity, and availability of any sensitive data, including medical information, retained by the company; security measures will be implemented to mitigate those deficiencies. Dolphin Dayz LLC ensures that consistent sanctions will be enforced on individuals that violate the company's privacy, confidentiality, or information security policies. Dolphin Dayz LLC will designate and identify the individual responsible for implementing and enforcing these policies and procedures.

Monitoring: Periodic monitoring will be conducted of computer files and all forms of electronic communication, such as internal messaging applications, emails, and phone systems. Information systems will be monitored to ensure that there are no unauthorized local, network, or remote connections. An internal alert system will be established in the event of suspicious activity on any secure company network or server. Systems will automatically update to ensure that the most up-to-date security software is installed.

Identification and Authentications: Employees will be assigned unique identifiers (user ID) to minimize the risk of unauthorized access to the company servers, and employees will be assigned unique identifiers (user ID). Also, employees will be responsible for maintaining a password that consists of various alphabetic and numeric characters. Passwords will not include anything that may be easily guessed such as birthdays, phone numbers, and consecutive characters. The company will audit these user IDs and passwords on a regular basis and remove all inactive ones. User IDs with consecutive failed login attempts will be locked until unlocked by an administrator. Systems that access or use confidential information will be password protected and use a time-sensitive screensaver when unattended. Passwords will never be shared unless instructed to do so by a systems administrator.

Access Control: Information systems will be protected by various access control systems, these include internal controls, such as passwords and encryption, and external controls, such as firewalls and server authentications. The designated system administrators will be the only ones to grant employees additional access and system permissions. Access to confidential data will only be provided to employees whose job responsibilities require such access. Individuals that have access to sensitive data, including customer information, will sign a confidentiality agreement. To ensure that employees have the appropriate access, the company will conduct an access entitlement review at least annually,

Email Security: Employees who are issued a company email will be provided with an email signature that includes a legal disclaimer which is required to be within every outbound email. Company email addresses will be created through a secure email hosting service or a web-based encryption service. Attachments from unknown senders or suspicious email addresses will never be opened and immediately reported to the appropriate person. Employees will be aware to never include any personal information within an email and to only use company email accounts for job-related purposes

Transferring Data: Dolphin Dayz LLC recognizes the security risks of transferring confidential data. To reduce these risks, confidential data will be encrypted and only shared over the company's local network. Additionally, when transferring confidential data, the employee will ensure that any recipient has adequate security measures in place.

Sanitizing and Disposal: Confidential information not necessary to the company, will be rendered inaccessible by being cleared, purged, or destroyed. Paper documents that contain sensitive information will be shredded before being disposed of. Equipment that is being disposed of will have all data wiped from it and will be factory reset. External storage and media devices no longer needed will be sanitized and destroyed in accordance with the National Institute of Standards and Technology (NIST) SP 800-88.

Remote Access: Individuals that have to access company systems or servers remotely, will do so by using a portal, direct application access, remote system control, or tunneling, more commonly known as a virtual private network (VPN). Devices and software used for remote access will be approved by the designated security administrator. Dolphin Dayz LLC will regularly conduct operational processes to maintain remote access security, this includes deploying updates, reconfiguring access control features, and detecting and documenting anomalies within the remote access infrastructure. Additionally, remote servers will be kept fully patched and only be accessible to designated IT personnel.

Securing Physical Infrastructure: Facilities housing Dolphin Dayz LLC's physical infrastructure will have a defined security perimeter and appropriate security barriers with access controls. The company will periodically conduct risk assessments of these facilities to determine whether existing controls are operating correctly and implement the appropriate measures to mitigate any deficiencies. Also, IT equipment will be physically protected from environmental hazards and security threats to minimize any potential for it being physically compromised.

Conclusion: Training

Dolphin Dayz LLC ensures that employees will be provided with, at a minimum, awareness level training regarding the importance of information security. Employees will be informed of the company's cybersecurity policies and procedures; roles and responsibilities, identifying key IT personnel; password usage and management, minimum criteria and protection guidelines; web usage, monitoring user activity; administrative safeguards, applicable HIPAA regulations; access control, internal and external access control systems; email security, required signature and identifying unauthorized emails; and appropriate disposal and sanitization procedures of confidential data.

The company will review its awareness training program annually and make the necessary revisions accordingly. Each training session will be documented and maintained, and it will include the date the training took place, attendees, topics discussed, and the instructor's name and qualification. Employees will be encouraged to provide feedback which will assist the company in improving the program.

Safety and Security Conclusion

Our primary motive is to not only ensure the prevention of our products being diverted into the illicit market but to further promote the safety of our employees, the surrounding neighborhood, our customers, and any visitors. With a combination of comprehensive security measures on all levels, we are confident that we will become the golden standard for operational security. By not only meeting but by exceeding regulatory compliance, we effectively ensure that we maintain compliance now and well into the future as we expand our business operations. Furthermore, accurate recordkeeping and inventory control are of equal importance to maintaining security. Quality assurance over these procedures is paramount for maintaining compliant and efficient operations, as deviations from our recordkeeping standards can result in not only cannabis loss but also production delays due to the loss of valuable data. The Applicant will always strive to ensure that we continuously improve our systems to accommodate for any future regulations pertaining to security, inventory control, distribution, and recordkeeping. Dolphin Dayz LLC is primarily a compliance company. We focus first and foremost on safety, security, and compliance above all else. If we are compliant, we then have the privilege of being able to sell legal medical cannabis products in Gautier, MS and the great state of Mississippi. This license is our responsibility to maintain compliance. In doing so, we will focus on our staff, customers, and the safety of the community above all else.

Regulatory Compliance Plan**Introduction**

The following plan covers the retail dispensary process, from applying for licensure to dispensing the product. The plan explains how the proposed cannabis business will comply with the applicable State of Mississippi and local statutes related to a medical cannabis dispensary. This regulatory compliance plan is taken directly from the applicable state laws. They will frequently check for any updates and alter the plan accordingly. A responsible retail atmosphere is not just a means of establishing a compliant business model but also a crucial step toward maintaining a safe and hygienic environment for the local community and employees.

Compliance with SB 2095**Section 4**

Per **Section 4(3)**, the MDOH shall be responsible for: Per **Section 4(3)(e)**, the selection, certification and oversight of the statewide seed-to-sale tracking system as provided for in Section 6 of this act. Unless otherwise provided herein, the MDOH shall be responsible for the licensing, inspection and oversight of medical cannabis dispensaries per **Section 4(4)**.

Section 19

Per **Section 19(2)**, the main point of entry of the company's dispensary will not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church or child care facility. The company may receive a waiver to this distance restriction by receiving approval from the school, church or child care facility and by applying for a waiver with its respective licensing agency, provided that the main point of entry of the cannabis establishment is not located within five hundred (500) feet of the nearest property boundary line of any school, church or child care facility. The company may be located in any area in a municipality or county that is zoned as commercial or for which commercial use is otherwise authorized or not prohibited, provided that it being located there does not violate any other provisions of this chapter per **Section 19(3)**. A municipality or county may require the company to obtain a local license, permit or registration to operate, and may charge a reasonable fee for the local license, permit or registration, provided that this fee is consistent with fees charged to businesses that are not involved in the cannabis industry per **Section 19(4)**. Per **Section 19(5)**, the company will not be located within a one-thousand-five-hundred-feet radius from the main point of entry of the dispensary to the main point of entry of another medical cannabis dispensary.

Section 20

The company will conduct a background check into the criminal history of every person seeking to become a principal officer, board member, agent, volunteer, or employee before the person begins working at or for the company per **Section 20(1)**. Per **Section 20(2)**, the company may not employ any person who: Was convicted of a disqualifying felony offense **Section 20(2)(a)**, or; Is under twenty-one (21) years of age **Section 20(2)(b)**.

Per **Section 20(3)** operating documents upon licensure will include procedures for the oversight of the medical cannabis establishment and procedures to ensure accurate record keeping and adequate security measures. The company will implement appropriate security measures designed to deter and prevent the theft of medical cannabis and unauthorized entrance into areas containing medical cannabis per **Section 20(4)**. All cultivation, harvesting, processing and packaging of medical cannabis will take place in an enclosed, locked and secure facility with a physical address provided to the MDOH during the licensing and registration process. The facility will be equipped with locks and other security devices that permit access only by agents of the medical cannabis establishment, emergency personnel or adults who are twenty-one (21) years of age and older and who are accompanied by medical cannabis establishment agents **Section 20(5)**.

Medical cannabis establishments are subject to inspection by the MDOR and MDOH during business hours per **Section 20(8)**, so the company will ensure they are following all applicable laws and regulations. Per **Section 20(9)**, before medical cannabis may be dispensed to a

cardholder, the company will: Require that the individual present a registry identification card **Section 20(9)(a)**; Make a diligent effort to verify that the registry identification card presented to the dispensary is valid **Section 20(9)(b)**; Make a diligent effort to verify that the person presenting the registry identification card is the person identified on the registry identification card presented to the dispensary **Section 20(9)(c)**, and; Not believe that the amount of medical cannabis dispensed would cause the person to possess more than the allowable amount of medical cannabis **Section 20(9)(d)**.

Per **Section 20(10)**, the company will not sell more than the allowable amount of medical cannabis to a cardholder. A resident cardholder will not obtain more than a total of six (6) MMCEUs of allowable medical cannabis in a week from a dispensary or a combination of dispensaries. A resident cardholder will not obtain more than a total of twenty-four (24) MMCEUs of allowable medical cannabis in thirty (30) days from a dispensary or a combination of dispensaries. The possession limit for resident cardholders of the allowable amount of medical cannabis will be a total of twenty-eight (28) MMCEUs. There will not be a possession limit on nonconsumable medical cannabis, including, but not limited to, suppositories, ointments, soaps, and lotions or other topical agents.

Per **Section 20(11)**, for purposes of this chapter, total THC is defined as THCA multiplied by .877 plus THC Delta 9 and all other psychoactive forms or isomers of THC added together. The company will not sell cannabis flower or trim that has a potency of greater than thirty percent (30%) total THC. The company will not sell cannabis tinctures, oils or concentrates that have a potency of greater than sixty percent (60%) total THC. Cannabis products that have a potency of over thirty percent (30%) total THC will be clearly labeled as "extremely potent." Edible cannabis products, including food or drink products, that have been combined with usable cannabis or cannabis products will be physically demarked and labeled with a clear determination of how much total THC is in a single-serving size and how much THC is in the entire package. Medical cannabis product dispensed at the facility will contain a notice of harm regarding the use of cannabis products. Edible cannabis products will be homogenized to ensure uniform disbursement of cannabinoids throughout the product. All molded edible cannabis products will be presented in the form of geometric shapes and will not be molded to contain any images or characters designed or likely to appeal to minors, such as cartoons, toys, animals or children.

Per **Section 20(12)**, the dispensary will not dispense more than the allowable amount of cannabis to a registered qualifying patient or a nonresident cardholder, directly or via a registered designated caregiver. The dispensary will ensure compliance with this limitation by maintaining internal, confidential records that include records specifying how much medical cannabis is being dispensed to the registered qualifying patient or nonresident cardholder and whether it was dispensed directly to a registered qualifying patient, nonresident cardholder or to the registered designated caregiver. Per **Section 20(13)**, a nonresident cardholder will not obtain more than a total of six (6) MMCEUs of allowable medical cannabis in a week from a dispensary or a combination of dispensaries. A nonresident cardholder will not obtain more than a total of twelve (12) MMCEUs of allowable cannabis from a dispensary or a combination of dispensaries in a fifteen-day period.

Section 29

Per **Section 29(2)(d)**, the company understands that all administrative provisions of the sales tax law and amendments thereto, including those which fix damages, penalties and interest for nonpayment of taxes and for noncompliance with the provision of said sales tax law, and all other requirements and duties imposed upon a taxpayer, will apply to all persons liable for taxes under the provisions of this subsection. The commissioner will exercise all power and authority and perform all duties with respect to taxpayers under this subsection as are provided in said sales tax law, except where there is conflict. The dispensary, on forms and in a manner specified by the Commissioner of Revenue, will collect and remit the sales tax levied in **Section 27-65-17(1)(a)** from the gross proceeds derived from each retail sale of medical cannabis per **Section 29(3)**.

Compliance with State Cannabis Dispensary Regulations (Chapter 1-27)**Chapter 2 - Application Process**

The company understands the requirements set forth in the cannabis dispensary regulations regarding applications. This application will detail these regulations to ensure regulatory compliance throughout the process.

Per **Chapter 2(100)** the company will not sell, possess, store, transfer or distribute medical cannabis or medical cannabis products without first applying for and receiving the appropriate medical cannabis license from the State.

Per **Chapter 2(101)**, the company's application includes the following: **1.** The names and other required information for all individuals and legal entities who are a part of the company; **2.** Any forms required by the Department and any information identified in the form that is required to be submitted; **3.** A map or sketch of the premises proposed for licensure, including the defined boundaries of the premises and a scaled floorplan sketch of all enclosed areas with clear identification of the main entrance, walls, all areas of ingress and egress, and all limited access areas. This map must provide accurate measurements that allow the Department, at a minimum, to determine the precise main entrance location in reference to the rest of the premises; **4.** If the application is based on proposed construction not completed at the time of application, the company will submit construction plans for the proposed building which will be the basis for the application investigation. These plans must, at a minimum, provide accurate measurements that allow the Department to determine the precise main entrance location in reference to the rest of the building; **5.** An operating plan that demonstrates at a minimum how the company's proposed premises and business will comply with applicable laws and rules regarding: Security; Employee qualifications, including background checks, and training; Record-keeping systems; Hours of operation; Preventing non-cardholders under the age of 21 from entering the licensed premises; and Preventing non-cardholders from obtaining or attempting to obtain any items sold by the dispensary. **6.** If the municipality or county where the proposed dispensary will be located has enacted zoning restrictions, a sworn attestation by the company certifying that the proposed dispensary is in compliance with the restrictions. **7.** If the municipality or county where the proposed dispensary will be located requires a local registration, license, or permit, then the company will attach a copy of each obtained registration, license or permit issued to the company to the application. If construction is still under way at the time of the application

resulting in the company's inability to obtain the required local registrations, licenses or permits at the time of application, then the company will attach a signed attestation containing the following information in addition to attaching the obtained registrations, licenses or permits, if any: A list of all local registrations, licenses or permits that have not yet been obtained; Anticipated dates that the company will obtain each local registration, license or permit; and an acknowledgment that the company is aware that the outstanding registrations, licenses or permits are a condition of the medical cannabis dispensary license, and that the company will provide the Department with a copy of each registration, license and permit within ten (10) days of such receipt. The Department must receive a copy of all such applicable registrations, licenses and permits prior to the dispensary being eligible to open for business

Per **Chapter 2 101(8)** the company will also provide proof of authorization to occupy the property for the proposed dispensary. To establish proof, the company will provide one of the following: If the building is owned by the company, the company will provide a copy of the deed showing the company as the owner; If the building is leased by the company, the company will provide a copy of the lease; If the building is not owned or leased by the company, but will be if a license is issued, the company will provide a contingent agreement with the owner or landlord certifying consent that the company has the option to lease or purchase the property contingent upon the issuance of a dispensary license. **9.** The company will have a valid Sales Tax Permit for the proposed location. **10.** The company does not owe delinquent taxes. **11.** A survey completed in the last year by a professional land surveyor holding a current license in the State of Mississippi sufficient to show that there is no property boundary line of any church, school or childcare center within a 1,000-foot radius of the main entry way of the proposed location. If the survey shows that the nearest property boundary line is within 1,000 feet but over 500 feet away, the company will include approval of a waiver from the church, school or childcare center. **12.** If construction is still under way at the time of application, information and statements provided in the application will become conditions of the license if the application is granted, and failure to satisfy the conditions may be cause for revocation or denial of renewal. The company will not deviate from submitted blueprints if the deviation would have disqualified the company at the time of application. An updated survey must be submitted during renewal showing that the company meets all distance requirements at the time of renewal.

Per **Chapter 2(107)** If a license is issued to the company, and they are still constructing the licensed premises, they will complete construction and fulfill all obligations required by the Department to open for business prior to the end of its twelve (12) month license and are conducting transactions within the seed-to-sale system. If not, the company is aware that the license will not be eligible for renewal and the license will cease. The licensee will then be required to submit a new application for investigation.

Chapter 3 - Distance Requirements and Chapter 4 - Annual Renewal

The main point of entry to the dispensary will not be located within 1,000 feet of the nearest property boundary line of any school, church or child care facility unless they are able to obtain a waiver from the school, church or child care facility. Regardless of the waiver, a the company will not be located within 500 feet of any school, church or child care facility property boundary line. The property boundary line to be considered is the parcel of land on which a school, church

or child care facility is located **Chapter 3(100)**. The company will follow all distance requirements per **Chapter 3** of the State's dispensary regulations.

Additionally, per **Chapter 4(100)** The company's active license will be renewed on an annual basis. Licenses are valid for one year from the date of issuance. At the time of renewal the company will demonstrate continued compliance with all applicable licensing criteria. The company will be prepared for an annual inspection by the Department for renewal of the license.

Chapter 8 and 9 - Security Plans, Securing Cannabis and Cannabis Products

The company has a security plan that is included in its operation plan. The security plan lists the measures that will be taken by the dispensary to ensure that medical cannabis products are properly secured and safe. It will include information relating to surveillance systems, camera placement, door security, alarm systems, and measures taken to secure manners of egress and ingress onto the premises per **Chapter 8(100)**.

A licensee is responsible for the security of all cannabis products on the licensed premises, providing adequate safeguards against theft or diversion of cannabis products, and records that are required to be kept per **Chapter 9(100)**. Per **Chapter 9(101)** the facility will ensure that commercial grade, non-residential door locks are installed on every external door, and gate if applicable, of a licensed premises where cannabis products are present. Per **Chapter 9(102)** During all hours when the company is not operating, they will ensure that: All points of ingress and egress on the licensed premises are securely locked and any keys or key codes to the enclosed area remain in the possession of the licensee, licensee representative, or authorized personnel **Chapter 9(102)(1)**; and all cannabis products on a dispensary's premises are kept in a locked, secured location or enclosure within any area such that cannabis products are not visible from any area outside the licensed premises **Chapter 9(102)(2)**. **Chapter 11(102)(2)** All points of ingress and egress to and from areas where cannabis products may be present as well as any entrance or exit door from the premises will be secured with cameras (see video surveillance section above).

Chapter 10 - Alarm System

The dispensary will have a fully operational security alarm system, activated at all times when the dispensary is closed for business per **Chapter 10(100)**. The security alarm system for the licensed premises must be able to detect unauthorized entry onto the licensed premises and unauthorized activity within any limited access area where cannabis and/or cannabis products are present; and be programmed to notify the licensee, licensee representative or authorized personnel and, unless properly deactivated by user, local law enforcement in the event of an unauthorized entry **Chapter 10(101)**. Upon request, a dispensary will make all information related to security alarm systems, monitoring and alarm activity available to the Department **Chapter 10(103)**.

Chapter 11 - Video Surveillance

A video surveillance system will be installed to prevent the loss, theft, or diversion of cannabis, as well as ensure proper inventory controls in the interior and exterior of the facility. The licensed premises will have a fully operational video surveillance recording system **Chapter 11(100)**. Video surveillance equipment will consist of, at the minimum per **Chapter 11(101)**:

Chapter 11(101)(1)(a) Digital video recorders; **Chapter 11(101)(1)(b)** Video monitors; **Chapter 11(101)(1)(c)** Digital archiving devices; **Chapter 11(101)(1)(d)** A minimum of one monitor on premises capable of viewing video; and **Chapter 11(101)(1)(e)** Interface devices, if required to adequately operate system or machinery such as a mouse and keyboard; Have the capability of producing and printing a still photograph from any camera image **Chapter 11(101)(2)**; **Chapter 11(101)(3)** Be equipped with a failure notification system that provides, within one hour, notification to an authorized representative of surveillance interruption or failure for more than 30 minutes; and **Chapter 11(101)(4)** Have sufficient battery backup to support a minimum of one hour of recording time in the event of a power outage.

In accordance with **Chapter 11(103)** the company will: In all areas where camera coverage is required, use cameras that record at a minimum resolution of HD 1080p and record at least 20 fps (frames per second) **Chapter 11(103)(1)**; Use cameras that are capable of recording in both high and low lighting conditions **Chapter 11(103)(2)**; Have and keep surveillance recordings for a minimum of 120 calendar days **Chapter 11(103)(3)**; Maintain surveillance recordings in a format that can be easily accessed for viewing and easily reproduced **Chapter 11(103)(4)**; Upon request of the Department, keep surveillance recordings for periods exceeding the retention period specified in **Chapter 11(103)(5)**; Have the date and time embedded on all surveillance recordings without significantly obscuring the picture **Chapter 11(103)(6)**; Make video surveillance records and recordings available immediately upon request to the Department in a format specified by the Department **Chapter 11(103)(7)**; Notify the Department within 48 hours of any equipment failure or system outage lasting 30 minutes or more **Chapter 11(103)(8)**; and; Back up the video surveillance recordings off-site and in real time for the surveillance room or surveillance area **Chapter 11(103)(9)**.

Per **Chapter 11(104)** the company: will not stop the recording or continuous real time back up of the recording for a surveillance area unless all other cameras on the licensed premises are shut down under this section or in instances where maintenance must be performed on an individual camera. During such a time the area formerly under surveillance must be monitored at all times by an employee of the licensee **Chapter 11(104)(1)**. They must resume all required recording no later than the date and time specified in the notice submitted under Paragraph 104 of this section **Chapter 11(104)(2)**. will not engage in any licensed privileges in any areas where recording was stopped under this section **Chapter 11(104)(3)**.

The dispensary may stop recording in areas where cannabis and/or cannabis products are not present due to seasonal closures or prolonged periods of inactivity of at least thirty (30) days. At least 24 hours before stopping recording, the company will submit written notice to the Department. The notice must include **Chapter 11(105)**: A copy of the licensee's plot plan or diagram showing which cameras will be deactivated, the total number of cameras that will be deactivated, and a description or list of areas or applicable labels of the deactivated cameras **Chapter 11(105)(1)**; The date and time recording will stop; **Chapter 11(105)(2)**. An explanation for why recording will be stopped **Chapter 11(105)(3)**; The date and time recording will resume **Chapter 11(105)(4)**.

Chapter 12 and 13 - Advertising and Marketing and Use of Inducements

The dispensary will comply with all restrictions on advertising and marketing set forth in Mississippi Department of Health regulations **Chapter 12(100)**. They will offer discounts and incentives to returning customers and employees. Per **Chapter 13(100)**, the dispensary will utilize inducements to assist qualified patients. Inducements must not persuade or influence the use of medical cannabis outside of practitioner recommendations and/or limitations or the amounts allowed by the Mississippi Medical Cannabis Act. Examples of authorized inducements include: The use of discount cards **Chapter 13(100)(1)**; The use of coupons **Chapter 13(100)(2)**; The use of “punch cards” to offer discounts/free products **Chapter 13(100)(3)**; Promotion of sales/discounts on medical cannabis, including “buy one, get one” discounts, and daily/weekly/monthly deal discounts **Chapter 13(100)(4)**; The giving away of educational materials, including but not limited to, branded merchandise **Chapter 13(100)(5)**.

Chapter 14 and 15: Building Signage Requirements and Controlling Access to Areas of the Premises Designated for Retail Sales

The dispensary will place a sign on its exterior in a conspicuous location that may be clearly viewed by the public that identifies the name of the entity that owns the dispensary and lists the license number issued by the Department per **Chapter 14(100)**. The dispensary will also place a copy of its dispensary license in a conspicuous location within the point of sale area in a manner that may be clearly viewed by patients **Chapter 14(101)**.

The dispensary will maintain control of areas of the premises designated for sales to ensure that only authorized individuals are able to enter, using one of the following arrangements per **Chapter 15(100)**: Stationing an employee at the entry door during all hours of public operation. The employee will check for valid identification and control entry to the premises **Chapter 15(100)(1)**; or keeping entry doors locked. The establishment will use a door buzzer or other means to alert employees that a person wants to enter the premises. An employee will check for valid identification before allowing entry **Chapter 15(100)(2)**. Per **Chapter 15(101)**, individuals are prohibited from entering unless they are either over the age of 21 or they are under the age of 21, accompanied by a guardian and have a valid patient card. Cannabis products may only be displayed in such a way that prevents access to persons who are not employees per **Chapter 15(102)**. The dispensary will not sell anything to a non-cardholder, regardless of age per **Chapter 15(103)**. The dispensary can be located in the same building as another business, but the dispensary cannot share a premises. The licensed premises of the dispensary cannot share common entries or exits with other businesses. Additionally, there cannot be an entrance or exit within the interior of the dispensary connecting it with another business per **Chapter 15(104)**.

Chapter 16 - Items that Dispensaries are Authorized to Sell on the Premises

Per **Chapter 16(100)**, the dispensary may only sell certain items on the licensed premises. This includes medical cannabis, equipment used for medical cannabis, or related supplies and educational materials. These items may only be sold to cardholders. Medical cannabis includes cannabis, cannabis products and edibles containing cannabis per **Chapter 16(101)**. Cannabis products include cannabis flower or trim of no more than 30% total THC, cannabis tinctures, oils and concentrates of no more than 60% total THC, and edible cannabis products of no more than 60% total THC per **Chapter 16(102)**. Equipment used for medical cannabis includes pipes, bongs, rolling machines, grinders and similar products per **Chapter 16(103)**. Related supplies

include rolling papers, bags, glass container jars, rolling trays and similar products per **Chapter 16(104)**. Per **Chapter 16(105)**, the dispensary is prohibited from selling items outside this scope of categories on the licensed premises. This prohibition includes, but is not limited to, clothing, food that does not contain cannabis, beverages that do not contain cannabis, propane or butane, and vaping products that do not contain cannabis.

Chapter 17 - Point of Sale Areas

Per **Chapter 17(100)**, the dispensary will keep all permitted cannabis products in limited access areas where access is restricted to licensees and employees. No person who is not a licensee or employee may handle cannabis products in the point of sale area unless a licensee or its employee supervises the person at all times per **Chapter 17(101)**. Per **Chapter 17(102)**, a patient may handle cannabis products without the supervision of a licensee or employee only following the completion of a sale and once the purchased items are no longer within the premises or within an area that the licensee controls. This language should not be construed to require that a patient be escorted from the premises after purchase.

Chapter 18 - General Requirements

The dispensary is responsible for the operation of the licensed establishment in compliance with all applicable state laws and rules per **Chapter 18(100)**. Per **Chapter 18(101)**, the company's licensees have the responsibility to control their conduct and the conduct of employees, customers, contractors and visitors on the licensed premises at all times. The company's licensees will ensure that at all times during operating hours and hours of apparent activity that there is an on-site employee authorized to cooperate with the Department during inspections of the premises and requests to review business records or surveillance videos. Except as otherwise provided by law, the company's licensees or employees may not: Use or be under the influence of alcoholic beverages, cannabis or controlled substances on the licensed premises **Chapter 18(101)(1)**; Permit any disorderly or visibly intoxicated person to remain on the licensed premises **Chapter 18(101)(2)**; Engage in or allow behavior on the licensed premises that provokes conduct which presents a threat to public safety **Chapter 18(101)(3)**; Engage in, or permit any employee or other person to engage in, conduct on the licensed premises that is prohibited by law **Chapter 18(101)(4)**, or; Engage in or permit any employee or other person to engage in the consumption of any type of cannabis product on the premises **Chapter 18(101)(5)**.

The company's licensees are prohibited from manufacturing, selling or offering for sale any cannabis product intended for intravenous delivery or that involves any type of injection involving piercing of the skin of a human per **Chapter 18(102)**. Except for dispensaries operating under management agreements under which no economic interest is created for the operator, the company's licensee in all cases must operate the business for themselves and have direct control over its operation per **Chapter 18(103)**. Per **Chapter 18(104)**, no management agreement for a licensed place of business will be effective until the Department has approved the same including review of all economic interests created by such management agreements. The management agreement must provide that the company's licensee will be absolutely responsible for any and all violations of the Mississippi Medical Cannabis Act or rules and regulations occurring on the licensed premises per **Chapter 18(105)**. Per **Chapter 18(106)**, the company licensees will be accountable for any criminal or regulatory misconduct by its employees which occur on any part of the licensed premises whether the licensee or a manager is

present or not. Such misconduct may result in a fine, suspension or revocation of the license depending upon the type of misconduct that occurs. Per **Chapter 18(107)**, the company licensees will be accountable for any criminal or regulatory misconduct by non-employees when the Department finds that the licensee or licensee's employees knew or reasonably should have known about the non-employee misconduct and did not take any action to stop the misconduct. Such misconduct may result in a fine, suspension or revocation of the license depending upon the type of misconduct that occurs. Per **Chapter 18(108)**, the company licensees will report medical cannabis dispensing information every twenty-four (24) hours to the Prescription Monitoring Program implemented and operated by the Mississippi Board of Pharmacy under Miss. Code Ann. Section 73-21-127. The dispensary information reported will be subject to rules and guidelines promulgated by the Mississippi Board of Pharmacy and will include, but not be limited to, the qualified patient's registry identification card number and the amount of medical cannabis dispensed to the patient. The company licensees must complete all training required for the applicable seed-to-sale electronic tracking system to receive appropriate credentials and interact with the electronic tracking system as required by law and these regulations per **Chapter 18(109)**.

Chapter 19 - Operating Hours

The operating plan of the dispensary will state the business hours for interaction with patients, including sales and consultation, and hours for business-related activities, including accepting delivery of product and employee training per **Chapter 19(100)**. Per **Chapter 19(101)**, the operating plan will state the hours ("normal business hours") during which it will: Sell or transfer cannabis products, along with cannabis paraphernalia, on the licensed premises to individuals upon presentation of a card **Chapter 19(101)(1)**; Refuse to sell any item to any person **Chapter 19(101)(2)**, or; Provide consultations between employees and cardholders **Chapter 19(101)(3)**. Per **Chapter 19(102)**, the following activities should be conducted during normal business hours as stated in the operating plan or two hours before or two hours after such normal business hours: Accept deliveries of permitted items and manage its inventory **Chapter 19(102)(1)**; Enter transfers or deliveries into the tracking system **Chapter 19(102)(2)**; Conduct employee training **Chapter 19(102)(3)**, or; Perform administrative work, cleaning or maintenance **Chapter 19(102)(4)**. The dispensary will notify the Department in writing if it wishes to conduct activities outside these hours per **Chapter 19(103)**. Per **Chapter 19(104)**, if a local government alters the business hours applicable to the dispensary, the dispensary will amend its operating plan and submit the amended operating plan to the Department for approval within thirty (30) days of the local government's action.

Chapter 20 - Employees

Per **Chapter 20(100)**, the dispensary will not employ anyone who has been convicted of a disqualifying felony offense or is under the age of twenty-one (21). The dispensary will not employ any individual who does not have a valid work permit. The dispensary will complete a background check on each employee to verify that the employee does not have a disqualifying felony as defined by these regulations per **Chapter 20(101)**. Per **Chapter 20(102)**, an individual will not be able to work at the dispensary until after he or she receives a work permit and completes eight (8) hours of continuing education relating to medical cannabis. Thereafter, it is the individual's responsibility to annually complete five (5) hours of continuing education relating to medical cannabis to maintain such certification. An individual is required to renew his

or her permit every five (5) years. If an individual does not complete the annual continuing education requirements, the Department may revoke the individual's work permit or suspend the work permit until such time as the education requirements are completed per **Chapter 20(103)**. The dispensary is required to create an identification badge for its employees. This badge will be conspicuously worn by employees at all times that they are on the licensed premises per **Chapter 20(104)**.

Chapter 21 - Sales Limits

As part of its commitment to a culture of compliance and security, employees will be trained on verifying each individual attempting to enter the premises. Training will also include the company's established identification verification procedures, which prohibit a person under 21 years of age from entering the company's premises and ensure that an individual's age and identity are verified on two separate occasions. This will be accomplished by verifying that the individual has a valid government-issued photo identification showing that they are at least 21 years of age. If possible, an ID scanner will be used. This verification will occur before permitting the individual entry to the premises and before each transaction of cannabis or cannabis items is initiated. Employees will be required to examine any one of the following photographic identifications and confirm the customer is of legal age to purchase cannabis:

1. Passport or passport identification card
2. Identification card, including a temporary identification card, issued by any state within the United States, District of Columbia, or any U.S. territory
3. Motor vehicle driver's license, issued by any state within the United States, District of Columbia, or any U.S. territory
4. United States military identification card or any other identification card issued by the United States government, including but not limited to a permanent resident card, alien registration card, or consular card

Per **Chapter 21(100)**, the dispensary will not sell any combination of cannabis products to a resident or non-resident cardholder within one week that results in the cardholder receiving greater than six (6) MMCEU's. This calculation is based on the total amount of cannabis products received by the individual from all dispensaries during that week, beginning on Monday morning and ending on Sunday night. Per **Chapter 21(101)**, a resident cardholder will not receive more than twenty-four (24) MMCEU's during any rolling thirty-day period from a dispensary or a combination of dispensaries. A non-resident cardholder will not receive more than twelve (12) MMCEU's from a dispensary or a combination of dispensaries during any rolling fifteen-day period. "Rolling" will be calculated by reviewing the previous twenty-nine day or fourteen-day period, as applicable. Per **Chapter 21(102)**, a cardholder's patient card may indicate that the patient is restricted to receiving an MMCEU amount less than the amounts stated in Paragraphs 100 and 101 above. It may also indicate that the patient is restricted to receiving medical cannabis products in certain forms. The dispensary is required to restrict its sales to any such patient to match the limitations set forth on the patient card.

Per **Chapter 21(103)**, the dispensary is required to report to the Department the identity of any individual who communicates the intent to divert cannabis products to individuals who do not have cards, across state lines or to be engaging in the unlicensed sale of cannabis. Such

communication must be done as soon as reasonably possible. Per **Chapter 21(104)**, the dispensary will report any criminal activity of which it is aware related to the unlicensed sale or diversion of cannabis, cannabis products or cannabis plants. Failure to report such activity to Department may result in penalties up to and including license suspension, revocation and monetary fines. The dispensary will report all transactions involving cannabis products into the State-run electronic tracking system per **Chapter 21(105)**.

Chapter 22 - Dispensing Cannabis Products

Per **Chapter 22(100)**, before the dispensary will sell cannabis products to a cardholder, including resident cardholders, non-resident cardholders and designated primary caregiver cardholders, the dispensary employee will: Verify the validity of the patient card by scanning the card **Chapter 22(100)(1)**; Verify that the amount of cannabis products the patient or the designated caregiver is requesting would not cause the patient to exceed the applicable MMCEU purchase and possession restrictions for cardholders or any applicable restrictions on the form of medical cannabis product that may be sold to the patient **Chapter 22(100)(2)**, and; Enter the following information into the electronic tracking system **Chapter 22(100)(3)**: The number of the registry identification card of the patient or the name of the designated primary caregiver of the patient; The amount, sale price, package identification number, and type of cannabis product dispensed; Whether the cannabis product was dispensed to the patient or to the designated primary caregiver of the patient; The date and time at which the cannabis product was dispensed; The employee's work permit number and; The license number of the dispensary.

Chapter 23 - Storage and Sale of Cannabis Products

The dispensary will store all cannabis products behind a counter or other barrier to ensure a cardholder does not have direct access to the cannabis products per **Chapter 23(100)**. Upon the request of a cardholder, the dispensary will disclose the name of the independent testing laboratory which performed the required quality assurance tests for the dispensary per **Chapter 23(101)**. Per **Chapter 23(102)**, the dispensary will only sell concentrated cannabis, edible cannabis products and cannabis-infused products obtained from a facility for the production of such products which holds a license issued by the Mississippi Department of Health or from another dispensary licensed by the Department. The dispensary will maintain a file which contains test results for any such approved product at the dispensary and will make the file available for review upon request.

Facility storage policies are designed to ensure all cannabis and cash or currency are protected from diversion, theft, loss, and degradation. Secure storage for cannabis inventory and currency will be located in limited access areas, including refrigeration for perishable cannabis products. Secured storage areas will be constructed of steel-reinforced concrete masonry blocks on all walls and ceilings and will be climate-controlled to prevent product degradation. Air intake to the facility and storage areas will be filtered to avoid the intrusion of pests that may cause product deterioration. All currency and cannabis, including quarantine and waste cannabis, will be kept in a steel safe or vault with an Underwriters Laboratory (UL) Group 1 rating. Vaults and safes will have doors secured by an outside combination lock and pin code and will only be accessible by identified Type 1 Key Employees. Vault doors will be attached to steel-reinforced concrete or similar masonry at least eight inches thick. Safes will be bolted or cemented to the floor or wall so they can't be readily removed. Vaults and safes will be secured with a

commercial grade combination pin code reader for authorized personnel to enter. The combination will be changed at irregular intervals not to exceed 90 days. A log of all safe/vault entries and code changes will be maintained with the security records. Designated storage areas for cannabis, including separated areas for in-process materials and waste, will be located in limited access areas to prevent cross-contamination and product diversion. Dolphin Dayz LLC will strictly limit the number of individuals accessing cannabis storage areas to the minimum number necessary.

Chapter 24 - Prohibited Conduct

Per **Chapter 24(100)**, in addition to any other prohibitions and restrictions by law, the dispensary will not : **1.** Conduct any transaction without face-to-face verification of the purchaser's identity and cardholder status by scanning the registry identification card; **2.** Sell cannabis product that has not passed mandatory testing as required by regulations issued by the Mississippi Department of Health; **3.** Sell cannabis product that has not been purchased from a licensed cultivator, processor or dispensary; **4.** Sell cannabis product that is not properly packaged or labeled in accordance with applicable rules or statutes; **5.** Give away cannabis products, immature cannabis plants or cannabis seedlings; **6.** Sell or give away: Mature cannabis plants; Food that does not contain cannabis intended for medical treatment, or; Any item that is not considered to be a cannabis product, equipment used for cannabis products, or related supplies and educational materials. **7.** Sell any item to a non-cardholder; **8.** Sell to any cardholder an amount of cannabis that exceeds applicable the weekly maximum amount or the applicable amount to be sold within a rolling 30 day time period; **9.** Sell to any cardholder a form of medical cannabis product to a patient whose patient card indicates that he or she is restricted to only receiving a certain form of medical cannabis product; **10.** Sell or distribute cannabis products using: Curbside service; A drive-through sales window, or; A delivery service. **11.** Sell cannabis products to a person who is visibly intoxicated; **12.** Sell or give away pressurized containers of butane, propane, carbon dioxide or other materials that could be used for extraction purposes in the home production of cannabis concentrate, except that the dispensary may sell or give away disposable butane lighters; **13.** Sell any edible cannabis product that is molded to contain an image or character designed or likely to appeal to minors, such as images or characters that are cartoons, toys, animals or children; **14.** Sell cannabis product that is packaged in a manner that is designed to or likely will appeal to minors, including but not limited to the use of packaging that resembles popular candy brands or contains images or characters that are cartoons, toys, animals or children; **15.** Sell cannabis trim or flower that has a potency of more than 30% THC or cannabis edibles, tinctures, oils or concentrates with a potency of more than 60%; **16.** Allow cardholders or caregivers to be present on the licensed premises or sell to a cardholder during any hours not permitted on the operating plan; **17.** Conduct any activities during hours or on days not authorized in the company's operating plan; **18.** Sell or transfer returned or recalled cannabis product to another cardholder or caregiver; **19.** Allow a cardholder or caregiver to open or alter a package containing cannabis product or otherwise remove cannabis product from packaging required within the premises or in an area that the company controls; **20.** Allow a cardholder or caregiver to bring cannabis product onto the premises except for cannabis products being returned for refund or exchange; **21.** Engage in the sale of cannabis products if mandatory testing is not verified or verifiable with certificate of analysis, or if testing reports unsafe levels of potentially harmful substances, or if testing reports THC levels higher

than those allowed by law; **22.** Mechanically or chemically extract THC from cannabis or possess, sell or store devices on the premises that can be used for this purpose.

Chapter 25 - Records Required to be Kept for Three (3) Proceeding Calendar Years

We will retain a complete and accurate confidential record of all sales, including the quantity, variety, form, and cost of the cannabis item, and these records will be stored and maintained for three years. Access will be restricted to executive management and internal affairs auditors who are directly responsible for overseeing compliance and investigating discrepancies, and a third party auditor may be hired depending on the situation. The server this information will be located in will be in a room with locked, limited access restrictions. The server will follow the company's cybersecurity guidelines for encryption, ensuring electronic confidentiality, locked filing cabinets, and physical barriers to location entry.

Per **Chapter 25(100)**, the following records will be maintained in physical and/or electronic format for a minimum of three (3) years: Records regarding the disposal of cannabis products **Chapter 25(100)(1).** General Business Records, including purchase and sales information **Chapter 25(100)(2).** Records of all required inventory reports **Chapter 25(100)(3).** Records of each transaction, including the amount of cannabis product dispensed, the amount of compensation received, and the registry identification number of the qualifying patient or designated caregiver **Chapter 25(100)(4).** Personnel Records **Chapter 25(100)(5).**

Per **Chapter 25(101)**, General Business Records will include itemized invoices for all cannabis products purchased, sales made, all bank statements and cancelled checks, and all other books and accounts as may be necessary to determine the financial position of the business. All itemized purchase invoices and tickets will bear the items purchased, the date of purchase, name of the seller and purchaser. Cash register tapes will not be used in lieu of itemized invoices for record purposes. Per **Chapter 25(102)**, all required records will be adequate in substance to conform with generally accepted accounting practices. All records will be open for examination by the Department during regular business hours.

Chapter 26 and 27 - Transportation of Cannabis and Company's Duty to Report

The dispensary will adhere to all applicable Mississippi Department of Health transportation requirements when receiving or shipping medical cannabis per **Chapter 26(100)**. Per **Chapter 27(100)**, each company employee is responsible to monitor for unusual usage, or questionable disposition of medical cannabis. Each dispensary employee, immediately upon discovery of any fraudulent or otherwise unlawful recommendation, unusual usage or questionable disposition will notify the Department. The dispensary employee will notify the Department within 24 hours upon discovery of the theft or loss of any cannabis product in transit that was either shipped from or to the dispensary per **Chapter 27(101)**.

Per **Chapter 27(102)**, Cannabis product thefts or unexplained losses will be reported to the Department in writing irrespective of whether the cannabis or cannabis product is recovered and/or the responsible parties are identified and action taken against them. Written reports will be provided to the Department within 48 hours following the discovery of such theft or loss. The written report will include: The name, address, and license number of the dispensary; The amount and type of cannabis product lost or stolen; The circumstances surrounding the loss or

theft; The date the loss or theft was discovered; The person who discovered the loss or theft; The person responsible for the loss or theft if known, and; Any other information that the reporter believes might be helpful in establishing the cause of the loss or theft **Chapter 27(102)(1)**.

An exemption may be obtained upon sufficient cause if the report cannot be completed within 48 hours **Chapter 27(102)(2)**. A request for waiver of the 48 hours limit will be requested in writing **Chapter 27(102)(3)**. All dispensary employees will report all known violations of state drug laws or Medical Cannabis regulations issued by this Department or the Mississippi Department of Health to the Department immediately per **Chapter 27(103)**. Regulatory violations related to security and/or administration of cannabis products that the dispensary employee knows or reasonably should know will be reported to the Department within twenty-four hours per **Chapter 27(104)**.

Regulatory Compliance Conclusion

Each section of the company's application is focused on complying with the laws on a local and State level. This regulatory compliance plan is taken directly from the applicable state laws. They will frequently check for any updates and alter the plan accordingly. For a more detailed plan involving security, recordkeeping, and operating plan, please refer to the other sections of our application.

Recordkeeping

Introduction

Below is a plan which outlines recordkeeping procedures to include compliance with adopted State and Local legislation. Recordkeeping is essential, supporting every area of guidance and compliance while aggregating valuable data about the company for internal or regulatory purposes. This section will detail Dolphin Dayz LLC's planned policies, procedures, and roles and responsibilities of the recordkeeping function, to comply with SB 2095. Maintaining detailed records is critical to maintaining regulatory compliance and operating a successful cannabis business. Dolphin Dayz LLC has outlined the best practices and human resources required to ensure our operations will be monitored by seasoned professionals and nurtured by proven standard operating procedures.

System of Recordkeeping

Per **Section 6(1)**, Dolphin Dayz LLC will use a statewide seed-to-sale tracking system certified by the MDOH to track medical cannabis from seed or immature plant stage until the medical cannabis is purchased by a registered qualifying patient or registered designated caregiver or destroyed. Records entered into the seed-to-sale tracking system will include each day's beginning inventory, harvests, acquisitions, sales, disbursements, remediations, disposals, transfers, ending inventory, and any other data necessary for inventory control records in the statewide seed-to-sale tracking system. The company will ensure that all medical cannabis sold or disbursed to a registered qualifying patient or designated caregiver is recorded in the seed-to-sale tracking system as a purchase by or on behalf of the applicable registered qualifying patients. Amounts of medical cannabis located in the facility will be recorded in the following manner: **Section 6(2)(a)** For dried, unprocessed cannabis, in ounces or 740 grams; **Section 6(2)(b)** For concentrates, in grams; or **Section 6(2)(c)** For infused products, by milligrams of THC. Per **Section 6(3)** the seed-to-sale tracking system used by cannabis cultivation facilities,

dispensaries, cannabis processing facilities, cannabis testing facilities, cannabis research facilities, cannabis transportation entities and cannabis disposal entities will be capable of: **Section 6(3)(a)** Allowing those facilities and entities to interface with the statewide system such that a facility may enter and access information in the statewide system; **Section 6(3)(b)** Providing the MDOR and MDOH with access to all information stored in the system's database; **Section 6(3)(c)** Maintaining the confidentiality of all patient and caregiver data and records accessed or stored by the system such that all persons or entities other than the MDOR and MDOH may only access the information in the system that they are authorized by law to access; **Section 6(3)(d)** Producing analytical reports to the MDOR and MDOH regarding the total quantity of daily, monthly, and yearly sales at the facility per product type; the average prices of daily, monthly, and yearly sales at the facility per product type; and total inventory or sales record adjustments at the facility; and **Section 6(3)(e)** the ability to determine the amount of medical cannabis that a registered qualifying patient or registered designated caregiver has purchased that day in real time by searching a patient registration number. Per **Section 21(1)(d)** governing medical cannabis establishments with the goals of ensuring the health and safety of registered qualifying patients and preventing diversion and theft of medical cannabis without imposing an undue burden or compromising the confidentiality of cardholders include **Section 21(1)(d)(i)** Oversight requirements; and **Section 21(1)(d)(ii)** Recordkeeping requirements.

Written Reports for Testing Laboratories

Dolphin Dayz LLC will retain every written report from a testing laboratory for any cannabis item the cannabis business sells. These records will be available for five years. Dolphin Dayz LLC will utilize Confident Cannabis (CC) or a similar testing results data storage and distribution company. CC is a software platform designed to help cannabis businesses manage their testing lab results and inventory. CC will store and disperse testing information from the laboratory to the company and its distributors. Until then, Dolphin Dayz LLC will be using the State assigned laboratory and working with all the requirements necessary to comply with these procedures. The entire lab results will be readily available for reporting to consumers, vendors, and the authorities. They will be reported digitally to other businesses by CC. The testing laboratory will produce a written report, also called a Certificate of Analysis (COA), detailing the testing results for each representative sample and provide it to Dolphin Dayz LLC and any regulatory agency upon request. Dolphin Dayz LLC will also provide each customer with a copy of the COA so that end-users may have that information. Where feasible, Dolphin Dayz LLC will use a QR code or other image that may be scanned on its finished product packaging to provide informative testing information to the end-users and assist with the company's recordkeeping procedures.

Maintaining Confidential Records

We will retain a complete and accurate confidential record of all sales, including the quantity, variety, form, and cost of the cannabis item. These records will be stored and maintained for three years. Access will be restricted to executive management and internal affairs auditors who are directly responsible for overseeing compliance and investigating discrepancies. A third-party auditor may be hired depending on the situation. The server this information will be located in will be in a room with locked, limited access restrictions. The server will follow the company's cybersecurity guidelines for encryption, ensuring electronic confidentiality, locked filing cabinets, and physical barriers to location entry.

Per **Chapter 25(100)**, the following records will be maintained in physical and/or electronic format for a minimum of three (3) years: **Chapter 25(100)(1)** Records regarding the disposal of cannabis products; **Chapter 25(100)(2)** General Business Records, including purchase and sales information; **Chapter 25(100)(3)** Records of all required inventory reports; **Chapter 25(100)(4)** Records of each transaction, including the amount of cannabis product dispensed, the amount of compensation received, and the registry identification number of the qualifying patient or designated caregiver; **Chapter 25(100)(5)** Personnel Records. General Business Records will include itemized invoices for all cannabis products purchased, sales made, all bank statements and canceled checks. All other books and accounts must determine the business's financial position. All itemized purchase invoices and tickets will bear the items purchased, the date of purchase, name of the seller and purchaser. Cash register tapes may not be used instead of itemized invoices for record purposes **Chapter 25(101)**. All required records will be adequate in substance to conform with generally accepted accounting practices. All records will be open for examination by the Department during regular business hours **Chapter 25(102)**. Dolphin Dayz LLC's administrative structure will maintain a system of recordkeeping that will permit the batch identification for recall of any cannabis from our customers when such items may be found unsafe for use. Batches will be tracked using an internal Point of Sale tracking system and the state-mandated tracking system. If products are ever deemed unsafe for use, these systems can also be a tool to process real-time product recalls. Through our detailed and consistent labeling procedures, Dolphin Dayz LLC will ensure every cannabis container bears our identifying name and corresponding regulatory number, and the final packaged cannabis item contains all labeling information required. This labeling will make it possible to determine the complete cultivation and processing history of the packaged cannabis items, ensuring complete transparency for the consumer.

Personnel Recordkeeping

The Human Resources department will work together to ensure all Human Resources records are kept digitally in a folder on our Google Drive that has restricted access due to the confidential nature of these records. Personnel records, including but not limited to those identified above, will be maintained for at least three years after termination of the person's affiliation with Dolphin Dayz LLC and all other business purposes, following Dolphin Dayz LLC's business practice.

Maintaining Business Records

Dolphin Dayz LLC will maintain business records, including manual or digital records of assets and liabilities; monetary transactions; journals, ledgers, and supporting documents, including agreements, checks, invoices, and vouchers cannabis business keeps as its books of accounts. Supporting documents, including agreements and contracts, will be maintained digitally using Google Drive. Copies of checks will be maintained as part of the banking system. Vouchers, like payment approvals and expense reports, payroll and timesheets will be kept digitally in Google Drive or hard copy.

Administrative Records

Dolphin Dayz LLC has established standards and procedures by which the cannabis business determines the price it charges for usable cannabis and a record of the prices charged. Based on

extensive market research and active analytics, Dolphin Dayz LLC's pricing will reflect current market conditions and dovetail with the company's mission to provide competitively-priced cannabis and cannabis products to Mississippi's consumers. Overall, the Chief Financial Officer (CFO), April Jowers, will have clear and specific standards and procedures to determine the pricing for cannabis and cannabis products. Pricing changes will be tracked as part of the sales recordkeeping process and monitored by the CFO. Correspondingly, pricing will be included in the invoicing system in Quickbooks Online.

Conclusion

Recordkeeping is a critical function at Dolphin Dayz LLC to ensure strict regulatory compliance and properly manage and measure the efficiency and progress of our operations. Dolphin Dayz LLC's planned policies, procedures, and roles and responsibilities related to recordkeeping will create a culture where strict regulatory compliance is the standard. Dolphin Dayz LLC will be prepared to respond to requests for records from the State in a timely and complete manner. Dolphin Dayz LLC has outlined the best practices and human resources required to ensure our operations consistently deliver on both.

City of Gautier, MS Conditional Use Diagram - Dolphin Dayz LLC

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

Response: As an applicant for a conditional use permit in Gautier, MS to conduct operations as a medical cannabis dispensary, licensed by the State of Mississippi Dept. of Revenue; Dolphin Dayz LLC has provided a complete Conditional Use Project Diagram per the City's standards. The LLC's proposed location is **3300 Ladnier Rd, Gautier, MS 39553**. Below, see a table of contents pertaining to the Diagram's structure.

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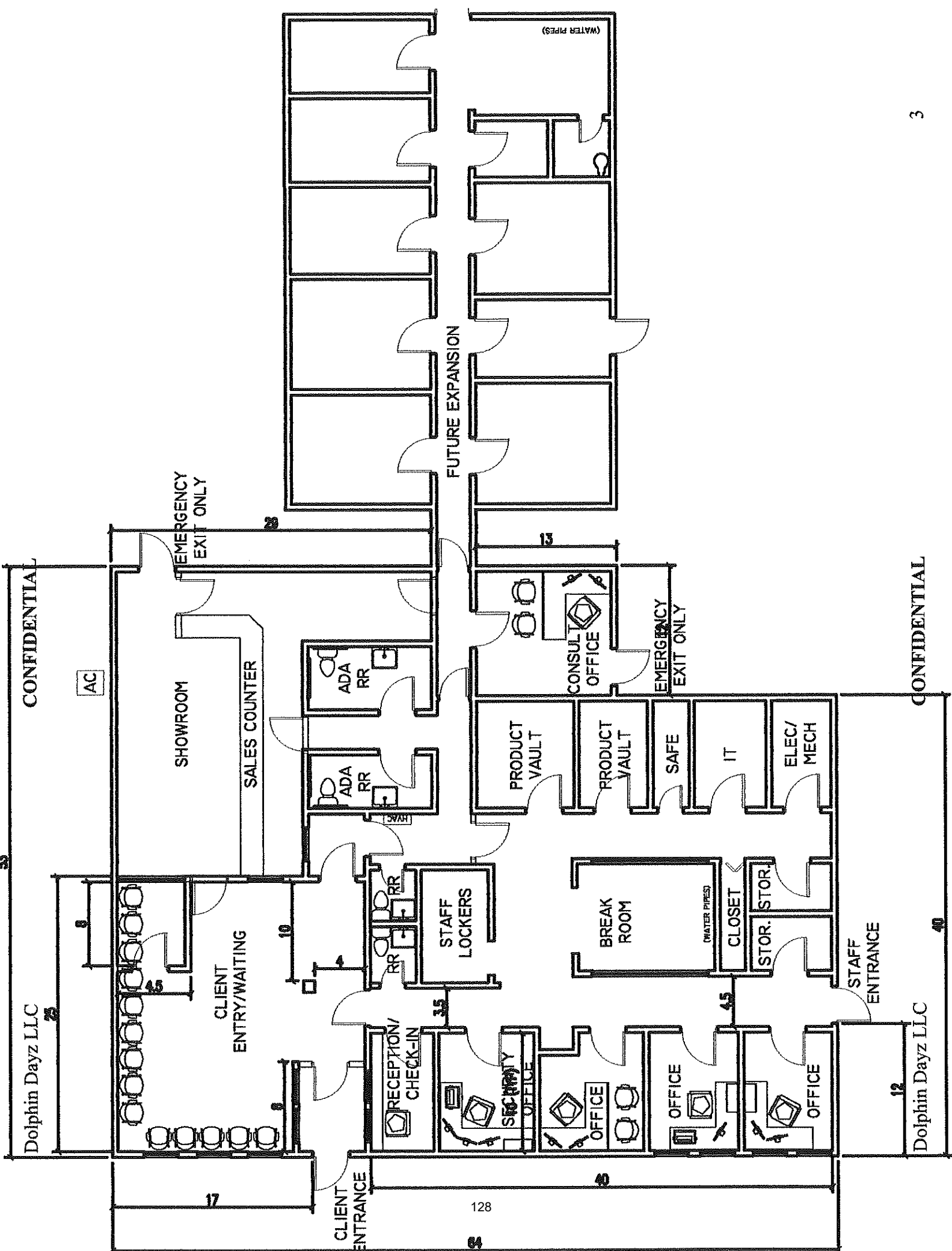
Page #3: Current floor plan for 3300 Ladnier Rd, Gautier, MS 39553

Page #4: Lot layout for 3300 Ladnier Rd, Gautier, MS 39553

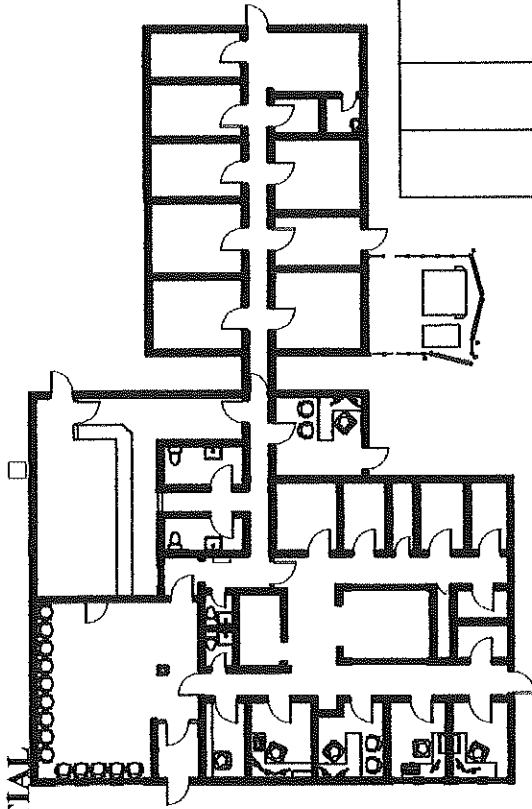
Page #5: Proposed floor plan and security diagram for 3300 Ladnier Rd, Gautier, MS 39553

Page #6: Site survey for 3300 Ladnier Rd, Gautier, MS 39553

Page #7-21: Fire safety plan and diagrams for 3300 Ladnier Rd, Gautier, MS 39553

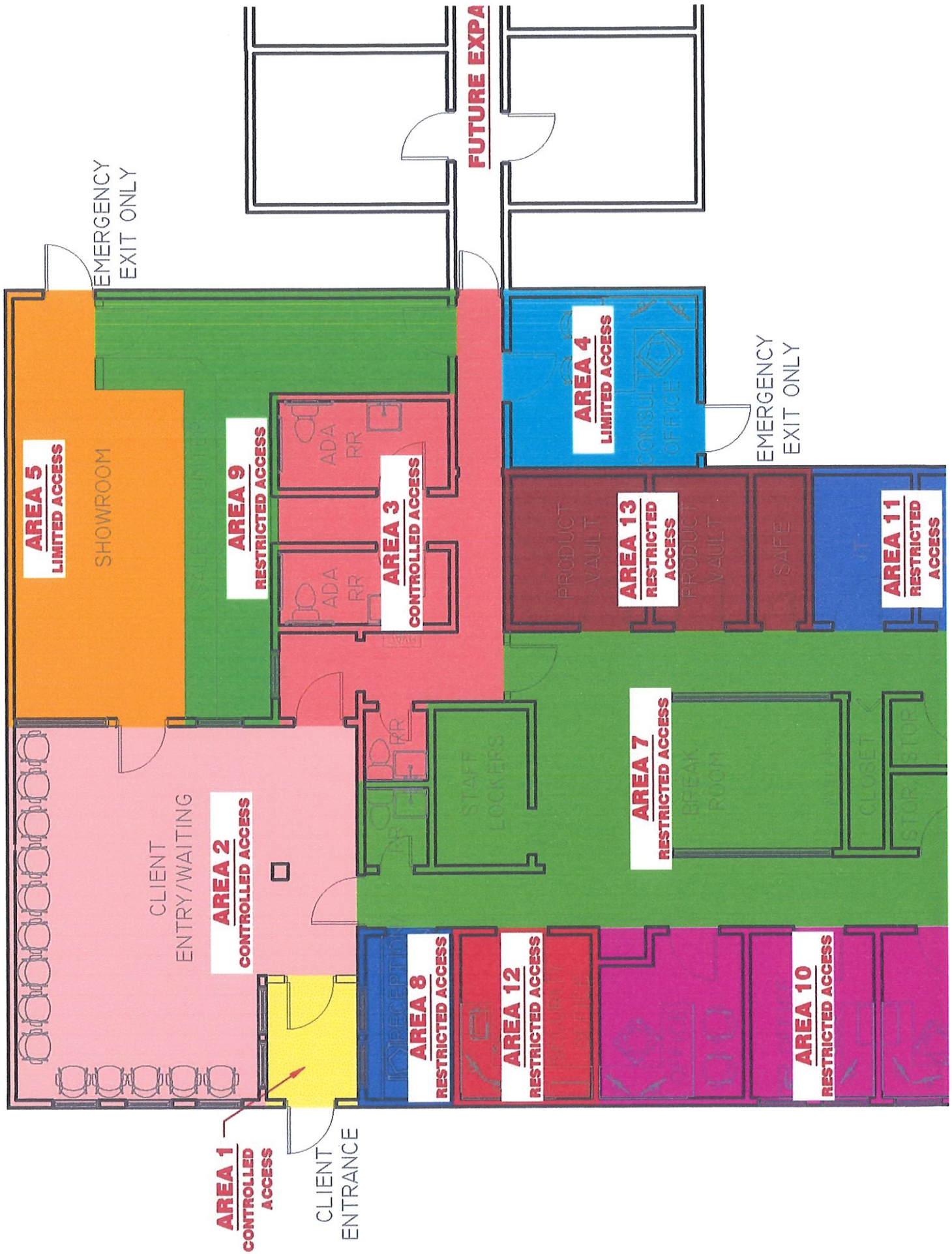


LADNIER ROAD



OLD SPANISH TRAIL

AC



DOLPHIN DAYZ

FIRE AND LIFE SAFETY REPORT AND PLAN

2022

FIRE AND LIFE SAFETY PLAN

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I. INTRODUCTION

This report is prepared at the request of Dolphin Dayz, which is proposing to open a cannabis retail operation in Gautier, Mississippi. As part of the permitting process, a detailed safety report and plan (Report) is required to be prepared by a fire and safety professional with expertise in the issues involved in the proposed operations. This Report is required to review the fire protection and related systems that are, or are proposed to be, present in the building/facility where the operations will be conducted and to assess the adequacy of building safety features as they relate to the proposed operations. It is also required to address issues related to the proposed use of hazardous materials and other health and safety concerns related to both employees and the public. This Report will address the safety and health concerns related to the proposed operation and activities that are planned to be conducted within the facility.

The Report was prepared by Paul Gantt and his team. Dr. Gantt is the President and Founder of Safety Compliance Management, Inc. (SCM), a safety and health consultation firm headquartered in San Ramon, California. Prior to founding SCM, he served in four fire departments. Dr. Gantt is a Safety Engineer with a Doctorate degree in Human Services and is a Board-Certified Safety Professional (CSP). He is also certified by the Office of the California State Fire Marshal as a Certified Fire Officer, Certified Fire Prevention Officer, Certified Public Education Officer, Certified Fire Training Officer, and is certified to teach many of these disciplines for the Office of the State Fire Marshal. Additionally, he is a qualified Expert Witness and has testified in deposition and court on matters of the International Fire Code, premises liability, and occupational safety matters. A copy of his CV is in Appendix A of this report.

In preparing the Report, Dr. Gantt and his team consulted with the business owners and operators, reviewed the building plans and related documents relative to the building, and information on the specific activities that take will place within the building. This information was used as the basis for this evaluation and report, and also to identify the various safety programs that are recommended to be implemented.

The codes relied upon in the formation of this report include the 2018 edition of the International Building Code (IBC), the 2018 edition of the International Fire Code (IFC), applicable OSHA regulations found in Code of Federal Regulations (CFR), and the respective local amendments. From this review, the Report also contains plans and programs that will be required to ensure the safety of employees and the public.

II. BUILDING DESCRIPTION

The proposed facility that is the subject of this analysis and report is an existing building located at 3300 Ladnier Rd, Gautier, Mississippi. The building is one story. Most of the space will be used for retail operations with the remaining space used for business management operations, a reception area, and a storage vault. It is planned to undergo some remodeling to facilitate the proposed operations. The diagram and site map of the proposed facility are found in Appendix B.

Because the project is currently in the proposal state and being reviewed by the planning department and other local departments, some of the specific building features have not been identified and no final building plans have been completed. Once the project is approved, the building will be subject to significant review by the various agencies including, but not limited to, the fire and building departments. This will provide an extensive evaluation of all aspects of the building to ensure compliance with applicable code requirements including those related to building setbacks, overall building design and size, exiting from the building, ADA compliance, portable fire extinguisher types and placement, building alarms and detection systems, the need for additional fire protection systems if required, parking, and signage. This extensive review will help ensure that all necessary and required safeguards relative to fire safety are in place.

III. SUMMARY OF OPERATIONS AND HAZARDS

All areas of this facility will involve operations that are classified as standard, or traditional, building uses, and are covered by various sections of the current versions of the IBC and the IFC. These codes classify buildings, or portions thereof, into Groups and Divisions based on the type of use of the building and any hazards created by that use. For each area, safety and health assessment information is provided to ensure the ongoing safety of employees, the public, and the facility. The proposed maximum occupant load in each area of the building will be reviewed for compliances with the requirements of the IBC. Appropriate numbers of exits from the building will be present and adequate. Following is a summary of the proposed occupancy types and groups for each of the areas and operations within the facility.

A. Office and Support Operation Areas

A portion of the building is planned to be used for the business and support operations associated with the primary retail operations. This area of the building would be classified by the IBC as Business, Group B, occupancy. In the final approval process that will be conducted by the city, the number and location of exits, ADA compliance, signage requirements, and the inclusion of other fire protection and life safety features will be evaluated and approved prior to the facility becoming operational.

B. Storage Area

Some areas of the building will be used for the receiving and storage of cannabis products awaiting sale. These areas of the building will be classified as a Moderate Hazard Storage, Group S-1, by the IBC. The storage areas will have high security with limited and restricted access. Operations that occur within these areas will be done using standard storage equipment with minimal hazards associated with their use. There is no expected storage of hazardous materials within the storage areas or in any other areas of the facility.

The materials stored in these areas will be on shelves that are less than six feet in height allowing for manual handling of the boxes and containers holding the packages awaiting sale. These pre-packaged materials will be consumer-sized packages that are similar to those found in other retail establishments such as commercial pharmacies. The packaging is mostly composed of cardboard and clear plastic sleeves and will conform to the State

of Mississippi regulations.

C. Retail Operation Area

The retail operation, housed on the first floor, is proposed to be open and accessible to the public. This area is expected to be similar in layout, design, and operation as a traditional retail establishment. It will have the required configuration to allow adequate aisles and exiting and would be classified as a Group M, Mercantile, occupancy. The layout, design, exit plans, and other elements of the fire safety requirements will undergo standard code review processes by the various agencies once the final plans have been developed.

In the retail area, standard health protocols will apply as required by the local county public health agency.

IV. HAZARDOUS MATERIALS SAFETY AND COMPLIANCE

Given the nature of the operations that will be conducted at the facility, the use of hazardous materials will be negligible and hazardous waste will not be generated. Materials that will be present, such as cleaning supplies, will be stored and handled in accordance with applicable requirements of the IFC and OSHA regulations. These will be all standard consumer use products.

V. EMERGENCY ACTIONS

A. Fire and Life Safety Coordinator

Dolphin Dayz will designate a Fire and Life Safety Coordinator for the organization.

The Fire and Life Safety Coordinator will direct the day-to-day prevention and safety activities, and is responsible for the following:

- Ensuring that all aisles and exits are properly maintained.
- The regular inspection and maintenance of all emergency lighting, alarm, detection and suppression equipment according to manufacturer's specifications.
- Assigning someone to take roll call at the assembly area following a site evacuation to ensure the safety of all employees.

The Fire and Life Safety Coordinator will be familiar with:

- Major workplace hazards.
- Requirements to maintain aisles and exits.
- Proper handling and storage practices of potential flammable and combustible materials, and ignition sources.
- Dolphin Dayz' Emergency Action Plan.
- Laws and local codes relating to fire prevention.
- All fire protection equipment.

The Fire and Life Safety Coordinator is responsible to ensure all employees are trained on fire prevention housekeeping procedures and the parts of this plan that apply to them.

B. Reporting A Fire

In the event of a fire, visible smoke, or the smell of smoke, employees must leave the area of the fire immediately. When customers are in the retail area, the employees will assist them to the exit(s) and out of the building. They will assist those in danger if it is safe to do so, directing them out of the building to a safe location. This should only be attempted if it does not endanger other lives.

Immediately report any size fire to the fire department.

C. Reporting an Emergency

Call 9-1-1.

For any emergency, whether at work or home, employees should be prepared to provide the emergency operator with the following information:

- Type of emergency.
- Scope of emergency (number of people involved, size of the problem).
- Location of the emergency (be as specific as possible).
- Caller's name and phone number.
- Any other details emergency response personnel should be aware of.

Stay on the line until the emergency operators indicate they have all the necessary information. Let the emergency operators be the first to hang up.

D. OSHA Reporting Requirements

In the event of a serious occupational injury or illness, or the death of an employee because of an occupational condition or incident, it is required that OSHA be notified of the occurrence by telephone immediately, no more than 24 hours after the incident. The only exception would be when the person making the report can demonstrate that exigent circumstances existed, and that, even with diligent inquiry, the information for the report was not available in the required time frame.

The OSHA reporting number is 800-321-6742. The following information must be reported:

- Date and time of the incident.
- Employer's name, address, and telephone number.
- Name and job title of the person making the report.
- Address of the site of the accident or event.
- Names of the injured/ill employee, the person making the report, and the employer.
- Nature of the injury/illness.
- Location to where the injured employee(s) was (were) moved.
- List and identify of other law enforcement agencies present at the site of the accident.
- A description of the accident and whether the accident scene had been altered.

A serious injury or illness is defined as when any of the following occur:

- A fatality.
- An employee suffers an amputation or loss of an eye.
- An employee is hospitalized other than immediate treatment in an emergency department.

E. Emergency Evacuation

During new employee orientation, employees are informed of the procedures for emergency evacuations, including their responsibility to become familiar with evacuation routes, and to always preplan a secondary route should the primary route be blocked.

Should it become necessary to evacuate, the order will be given by the fire alarm system or verbally. At that time, everyone leaves by the nearest emergency exit following established evacuation routes (Appendix B). Only designated evacuation routes and exits should be used.

During the evacuation, all employees, visitors, and customers who might be at the site are to follow these general safety considerations listed:

- When instructed to, leave the area immediately. Only take items that are within immediate reach; nothing is worth the chance of being trapped inside. No one is to remain inside.
- Personnel will need to assist other employees and customers that may be in the facility; help those who might not know Dolphin Dayz' evacuation procedures or require assistance.
- The Fire and Life Safety Coordinator or designee will be positioned at an exit to ensure everyone continues to move to the outside and the exit routes remain open.
- All employees must report to the Fire and Life Safety Coordinator or designee at the designated evacuation assembly area.
- Roll call will be taken at the designated evacuation assembly site. The Fire and Life Safety Coordinator or designee will then notify the person in charge whether all have safely exited the site.
- Once employees and/or customers arrive in an evacuation assembly area, they should not leave it until told to do so by the person in charge.
- Employees are not to block access routes for emergency vehicles at the assembly area. Avoid interference with emergency personnel.

At Dolphin Dayz there is an emergency evacuation assembly area. It is located at the southeast corner of the parking lot. (Appendix B)

F. ADA Compliant Evacuation Procedures

- Posted signage for exiting should have Braille instructions for persons with visual impairments.
- Signage for emergency exiting and instructions should be in colors easily recognizable by persons with color blindness.
- Evacuation familiarization tours will be provided for any employee with a visual impairment upon request.

In addition to loud alarms to announce emergency evacuations, strobe lighting may be used to signal those with hearing impairments.

- Employees may be assigned to assist those with hearing impairments, including customers, to ensure they are alerted to any emergency instructions.
 - Employees with hearing impairments may receive instructions by texts or emails.
- Employees or customers with mobility impairments will be assisted to the evacuation assembly area.

G. Earthquakes

Employee Responsibilities:

- Prepare by planning where they would go before an earthquake occurs.
- Make preparation for family and home. All of the information in this plan can be used at home.

During the earthquake drop, cover and hold.

- Everyone can be protected by sheltering under a sturdy desk or table, or against an interior wall or corner.
- If it is not possible to get under sturdy furniture, then crouch next to a partition to deflect falling objects and provide some protection.
- If outside, move to open ground away from buildings. Do not run to avoid being thrown to the ground.
- Stay clear of potential hazard areas including around objects that could fall or break.

Actions to take after the earthquake:

- Calmly listen for any instructions being given; the Fire and Life Safety Coordinator will assess the extent of damage and provide instructions as soon as possible.
- Evacuate the building only if it is safe to do so after the shaking stops.
 - Proceed in a calm and safe manner to the nearest safe exit.
 - Walk carefully. Items might not be in their normal place, blocking an exit-way.
 - Once outside, report to the designated evacuation assembly site.
 - Supervisors will account for employees to ensure that all personnel have been evacuated in the same manner as in any other emergency.
 - Once employees have been accounted for and a report made, a plan to locate any missing persons can be developed at the Command Post that will be established.
- Do not re-enter the building until instructed to do so.
- All able-bodied employees should be prepared to assist as indicated by the situation.
- Employees may assist with first aid to the level of their training and with other tasks vital to the smooth operation of a disaster scene, as long as their safety is not endangered.

Prepare for aftershocks following any serious quake.

- Employees are expected to remain clear of any weakened structures.

H. Medical Emergencies

In the event of a serious medical emergency, the first step is to report the emergency by calling 9-1-1 from a cell phone. While waiting for help to arrive, provide appropriate First Aid according to your level of training.

Any Dolphin Dayz personnel who are currently trained in CPR and/or first aid, including the use of an AED, should give aid according to their level of training. It is important that employees not go beyond his/her level of training to prevent doing further harm to the injured individual.

Notify the Fire and Life Safety Coordinator immediately in the event of any injury or on-the-job illness.

I. Violence

Robbery: Dolphin Dayz employees are encouraged to comply with instructions received from any person attempting to commit a robbery or other criminal act on Dolphin Dayz property. The first consideration should always be survival and self-safety. After the criminal act, provide medical assistance for anyone that may require it and immediately contact local law enforcement. It is expected that a more detailed security plan will also be developed for dealing with these issues.

When law enforcement arrives:

- Listen. Calmly follow instructions.
- Put down anything in your hands. Put your cell phone in a pocket.
- Raise your hands, fingers spread. Keep your hands visible at all times.
- Avoid quick movements towards the officers. Don't hang onto them.
- Avoid pointing, screaming or yelling.
- Exit when told to do so. Do not stop to talk with or ask directions from the officers.

More detailed information will be available in the site Security Plan.

VI. FIRE PREVENTION**A. Housekeeping Procedures**

- Fire doors shall be kept closed at all times unless provided with alarm actuated, self-closing hardware.
- Maintain a minimum of three feet clearance around/ in front of all electrical panels.
- Extension cords shall not be used in place of fixed wiring and shall only be used for temporary purposes.
- Multi-plug adapters shall not be used unless provided as part of a listed and fused power strip. They must be plugged directly into an approved receptacle.
- Electrical cords shall not be placed under carpets or through doorways.
- Any fire protection equipment including fire extinguishers, shall not be blocked.
- All work areas will be kept free of excess accumulations of waste.

- Smoking will only be allowed in designated areas. Whenever smoking materials are discarded, they should be placed in appropriate, designated containers.

B. Potential Fire Hazards

- Minimal amounts of hazardous products will be kept on site for cleaning purposes only.

C. Suppression Systems

Fire Extinguishers:

- Fire extinguishers are located throughout the facility by exits to ensure that they are within 75 feet of all areas. This is necessary to allow them to be accessed and used when a small fire is discovered.
- Fire extinguishers require periodic inspection and maintenance. Extinguishers will be visually inspected every month and the inspection documented.
- Extinguishers shall be serviced annually and following use by an approved contractor.

D. Other Fire and Life Safety Equipment

Emergency Lighting: Emergency lighting will be maintained and tested according to manufacturers' recommendations and IFC requirements.

E. Aisles and Exits

All aisles and exits shall conform to minimum standards as outlined by fire and building codes applicable to the facility.

It is the responsibility of the Fire and Life Safety Coordinator to ensure that aisles and exits remain free of obstructions at all times and that employees comply with this requirement through the following requirements:

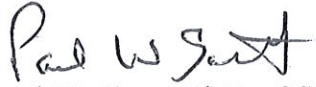
- Storage is not permitted in emergency exit paths even on a temporary basis.
- Any operation that blocks or makes an emergency exit inoperable must receive the approval of the Fire and Life Safety Coordinator or a designee. Special arrangements shall be made to ensure adequate exiting during the temporary operation.
- Exit signs shall be posted above all emergency exits. Signs that are designed to be illuminated shall be maintained in proper working order at all times.
- Cords and cables shall not lay across aisles, presenting a tripping hazard.
- Aisles shall be maintained at a minimum of 36 inches wide.
- Door hardware, including locks, bolts, chains, etc., shall not be added to any exit door without the approval of the Fire and Life Safety Coordinator.
- Exit doors and hardware shall be inspected as part of the regular Safety Inspection.

VII. CONCLUSION

Based on a review of the materials provided and consultation with key personnel involved in the project, it is my opinion that upon completion of the required code review processes that the project will undergo once it has been approved, coupled with the implementation of the employee safety programs outlined in this report, the project will contain the necessary fire and

life safety elements to approve the project.

Prepared By:



Paul W. Gantt, Ph.D., CSP

President

Safety Compliance Management, Inc.



APPENDIX A – PAUL W. GANTT, CURRICULUM VITAE

SUMMARY/OVERVIEW

Dr. Gantt is an experienced **Safety Engineer** and **Board-Certified Safety Professional (CSP)** with an extensive background as both a regulator and in private practice encompassing over 40 years. He is experienced in many areas of occupational and construction safety, safety systems and programs, multi-employer worksites, fire and life safety, workplace and premises evaluation and liability, general safety practices, OSHA and Cal-OSHA health and safety regulations, and Fire and Building Code safety and health requirements. He has considerable experience inspecting and evaluating construction sites, occupational settings, and conducting safety assessments in a broad range of public and private facilities. Additionally, his expertise includes the delivery of training programs with the ability to explain complex regulations, hazards, and practices in an easy-to-understand manner that can be essential in testimony and reports. He is a nationally recognized speaker in many areas related to occupational health and safety, fire safety, premises safety, and regulatory compliance.

OCCUPATIONAL EXPERIENCE

*January 1991 to Present:**President & Founder**Safety Compliance Management, Inc San Ramon, California*

Owner and operator of a tenured and successful private business that provides solutions in the areas of evaluating and implementing occupational health and safety systems and programs, emergency management and response, and safety programs (training, consultation, compliance, and written programs) to a range of clients in both the private and public sectors.

Safety and Regulatory Compliance Consulting/Expert Witness

Provides regulatory and litigation (Expert Witness) consultation services in areas involving regulatory compliance, safety systems, fire and life safety, construction safety, Fire and Building Code compliance, and premises liability matters. He has provided testimony in the areas of safety program development and implementation, multi-employer worksites, construction safety, and the application of safety regulations both occupationally and generally.

Safety Programs – Development, Training, Evaluation, and Consultation

Provides services in the design and delivery of a range of safety program/systems that include training and inspection programs in the areas of general industry safety and construction safety. Evaluates current programs to ensure compliance and develops organizational-specific Injury and Illness Prevention Programs (IIPP), Code of Safe Practices, Fall Protection Programs, and other regulatory required programs as needed. Oversees and participates in inspection programs at a range of general industry, private/public facilities, and construction projects. Assists with accident investigation, risk assessment, and evaluation of workplace and property hazards. Represents clients with OSHA issues including citations, site audits, and permits. Provides and coordinates the delivery of numerous safety training programs to a range of clients in all aspects of OSHA and Cal-OSHA required programs including Fall Protection, CPR/First Aid, Confined Space Operations, Energy Control (Lock Out/Tag Out), Fire Safety, Excavation Safety, Hazardous Materials, and other safety topics.

March 1978 to July 1992:*California Fire Service: Four Departments***Positions Held:**

- Fire Chief (Acting)
- Fire Marshal
- Fire Captain
- Deputy Fire Chief
- Fire Training Officer
- Firefighter/Paramedic
- Fire Division Chief
- Fire Battalion Chief

Held increasingly responsible positions in four California fire departments. Managed the operations of the Fire Department as the Chief in charge of Fire Operations, Fire Prevention, Fire Training, Public Education, Hazardous Materials enforcement, Administration, and Safety. Served as Training Officer and Instructor in Regional Fire Academies.

EDUCATION/CERTIFICATIONS

- Doctor of Philosophy (Ph.D.), Capella University, April 2019.
- Master of Engineering (M.Eng.), Advanced Safety Engineering and Management. The University of Alabama, Birmingham, 2014.
- Bachelor of Public Administration (BPA), The University of San Francisco, 1988.
- Associate of Science (AS), Fire Science. Solano College, 1981.
- Certified Safety Professional (CSP). Board of Certified Safety Professionals (BCSP), #19001, 2006.
- Certified Instructional Trainer (CIT). BCSP, #13001, 2013.
- Construction Health and Safety Technician (CHST). BCSP, # C3565, 2013.
- BCSP Subject Matter Expert.
- Professional Member - American Society of Safety Engineers (ASSE) (#13536), since 1999.
- Advanced Certificate of Achievement, Fire Science. Solano College, 1982.
- Certified Auditor – OHSAS 18001 Safety Systems.
- Certified Fire Officer, Public Education Officer, Fire Instructor, and Fire Prevention Officer - Office of the California State Fire Marshal.
- Registered Environmental Assessor, Class I - California EPA, # REA I-06538, 1996-2012.
- Community College Lifetime Teaching Credentials – Fire Technology, #251342 and Health and Related Technologies, #267782.
- Emergency Medical Technician 1 Instructor/ Mobile Intensive Care Paramedic (Previous).
- Instructor Levels I and II – Office of the California State Fire Marshal.

HONORS/ASSOCIATIONS (Past/Present)

- Professional Member -American Society of Safety Engineers/Professionals (ASSE/ASSP).
- Member - National Safety Council (NSC).
- Member - National Fire Protection Association (NFPA).
- Life Member – California Fire Training Officer's Association.

DEVICE LEGEND	
SYMBOL	DESCRIPTION
	STANDARD ACCESS CONTROL, PROXIMITY CARD READER
	STANDARD ACCESS CONTROL, PROXIMITY CARD READER WITH PIN PAD
	ACCESS CONTROL, BIOMETRIC FINGERPRINT READER WITH PROXIMITY CARD
	BIOMETRIC ALARM CONTROL PANEL
	KEYPAD FOR ALARM SYSTEM
	INTRUSION MOTION DETECTOR
	INTRUSION DOOR CONTACT
	INTRUSION PANIC BUTTON
	TEMPERATURE SENSOR
	GLASS BREAK SENSOR
	INTRUSION SPEAKER AND/OR LOUDSPEAKER
	INTRUSION DOOR STATION
	INTRUSION MASTER STATION, WITH DOOR RELEASE BUTTON
	SERVER CLUSTER, NETWORK VIDEO RECORDER, VIDEO STORAGE (MIN. 90 DAYS)
	UNDERTEMPERED POWER SUPPLY, W/BATTERY BACKUP (MIN. 48HRS)
	LOCAL VIDEO MONITORING STATION (MONITOR 19" OR LARGER)
	VIDEO STILL-IMAGE PRINTER
	LICENSE PLATE CAMERA (LPR), LOW LIGHT, MIN. 1080P RES.
	360 DEGREE IP PNE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN. 1080P RES.
	360 DEGREE IP PNE PANORAMIC CAMERA, INDOOR, LOW LIGHT, MIN. 1080P RES.
	180 DEGREE IP PNE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN. 1080P RES.
	180 DEGREE IP PNE PANORAMIC CAMERA, INDOOR, LOW LIGHT, MIN. 1080P RES.
	ULTRA-HIGH DEFINITION IP PNE CAMERA, LOW LIGHT, MIN. 1080P RESOLUTION
	IP PNE CAMERA, INDOOR CEILING OR WALL MOUNT, LOW LIGHT, MIN. 1080P RES.
	EXTERNAL SECURITY LIGHTS, ALWAYS LIT DURING NIGHT TIME

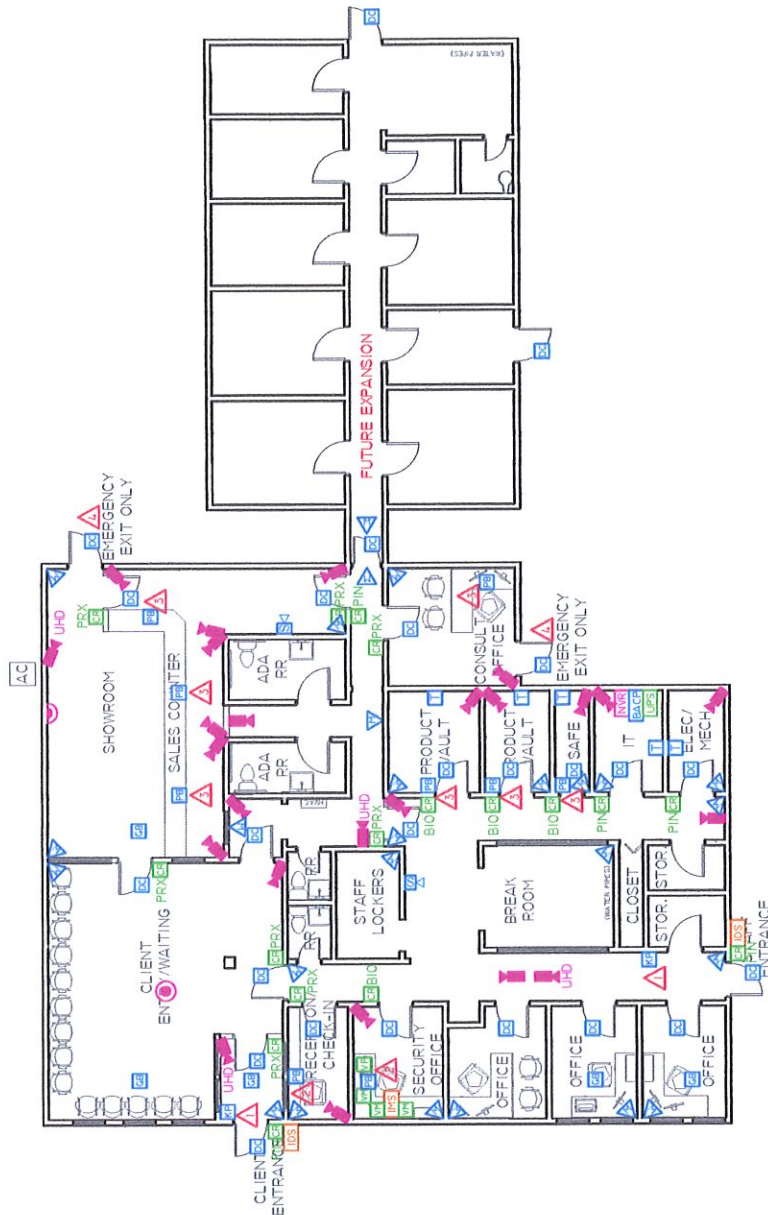
KEYNOTES:

- KEYPAD USED FOR SYSTEM ARMING/DISARMING WILL ALSO HAVE A SPECIAL DURESS CODE FOR SILENT ALARM.
- BUTTON TO SERVE AS A PANIC BUTTON WITH AUDIBLE ALARM.
- BUTTON TO SERVE AS A HOLD-UP BUTTON WITH SILENT ALARM.
- EMERGENCY EXIT ONLY, NO ENTRY POSSIBLE, ALARM WILL SOUND.

GENERAL NOTES:

- ALL DOORS WITH CARD READERS (INCLUDING PIN/BIO READERS) TO HAVE ELECTRIC STRIKES INSTALLED BY DOOR HARDWARE VENDOR.
- ALL CAMERAS TO HAVE A MINIMUM RESOLUTION OF 1080 PIXELS, CAPABLE OF RECORDING IN LOW-LIGHT CONDITIONS, RECORDING CONTINUOUSLY 24 HOURS/DAY AND AT A MINIMUM OF 20 FRAMES/SECOND.
- ALL VIDEO MUST BE STORED FOR A MINIMUM OF 120 DAYS.
- ALL SYSTEMS (ACCESS CONTROL, SURVEILLANCE, INTRUSION) MUST HAVE A BATTERY BACKUP TO SUPPORT MINIMUM 1 HOUR IN THE EVENT OF A POWER OUTAGE.

DATE	REVISION	DESCRIPTION	ISSUED BY	APPROVED BY
11/11/2022	1	ISSUED FOR APPROVAL	RS	



FACILITY SECURITY LAYOUT
SCALE: 1/8" = 1'-0"

FACILITY SECURITY LAYOUT



DATE	11/11/2022
PROJECT	DISPENSARY
LOCATION	3500 LADNER ROAD GAULTON, MISSISSIPPI 39553
DATE	11/11/2022
AS SHOWN	30MS-3000AD 3 = 3
SYSTEMS	ACCESS CONTROL, INTRUSION DETECTION, SURVEILLANCE

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning ZONECODE

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

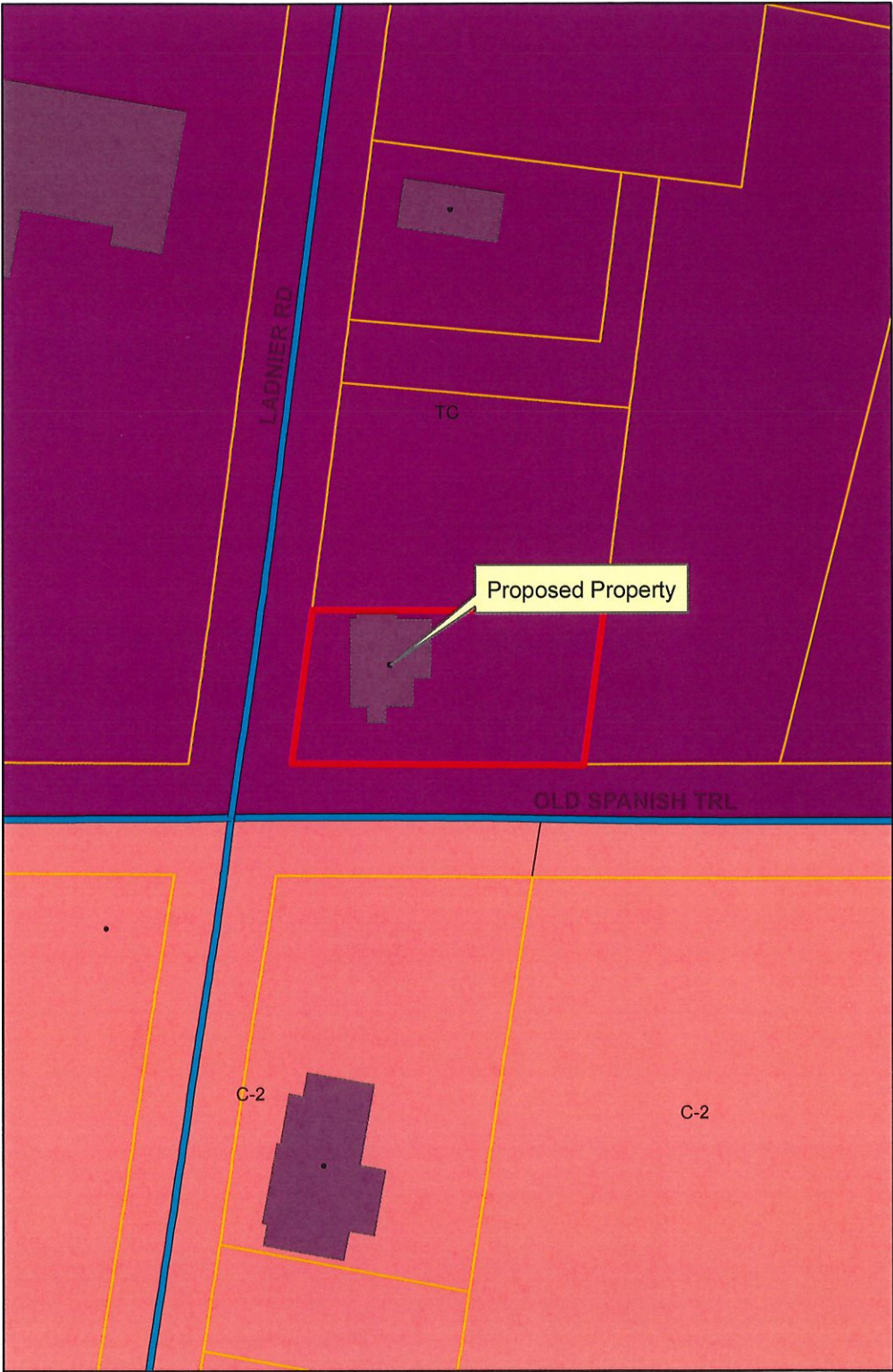


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

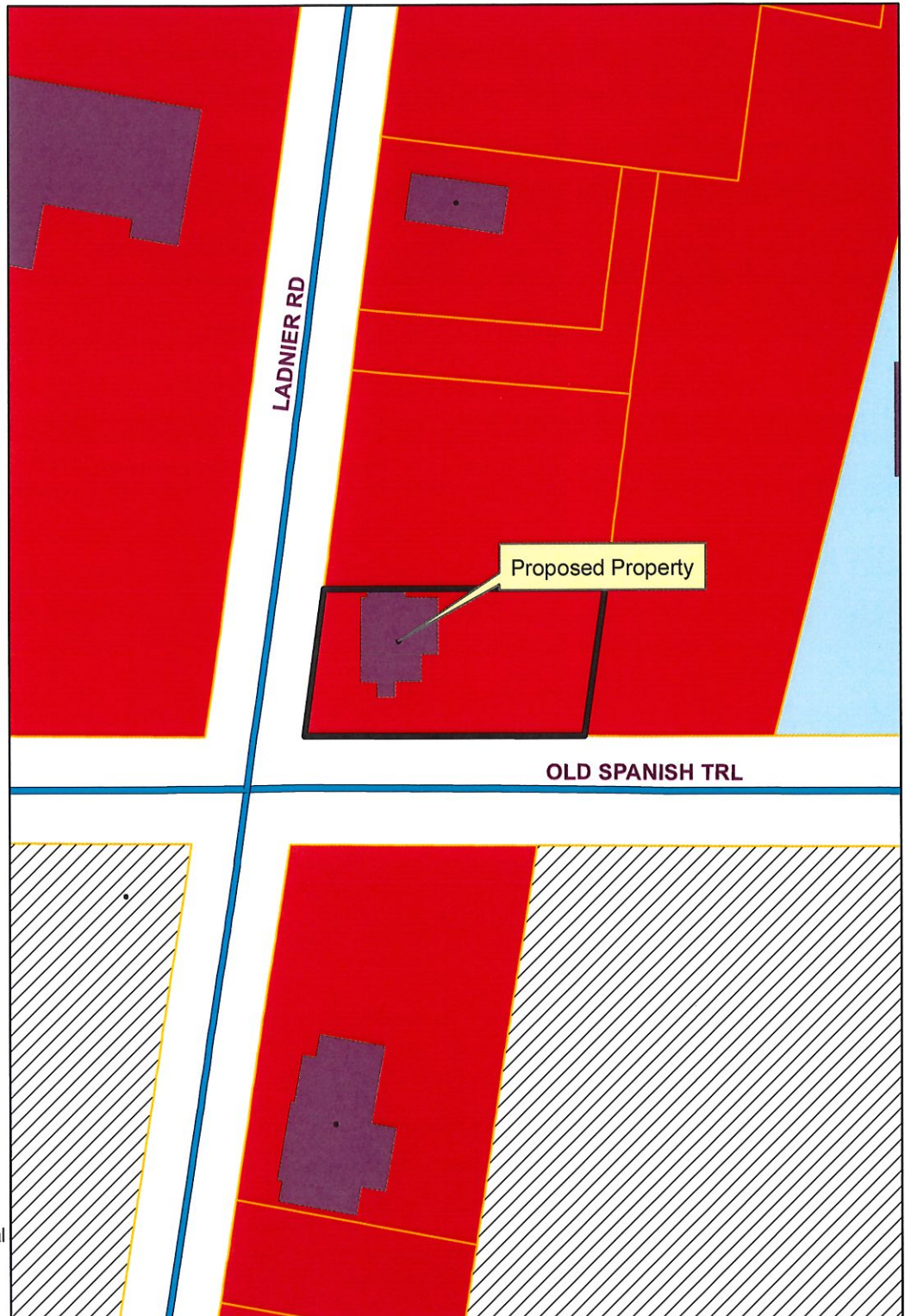


Exhibit D Future Land-Use

Prepared By:

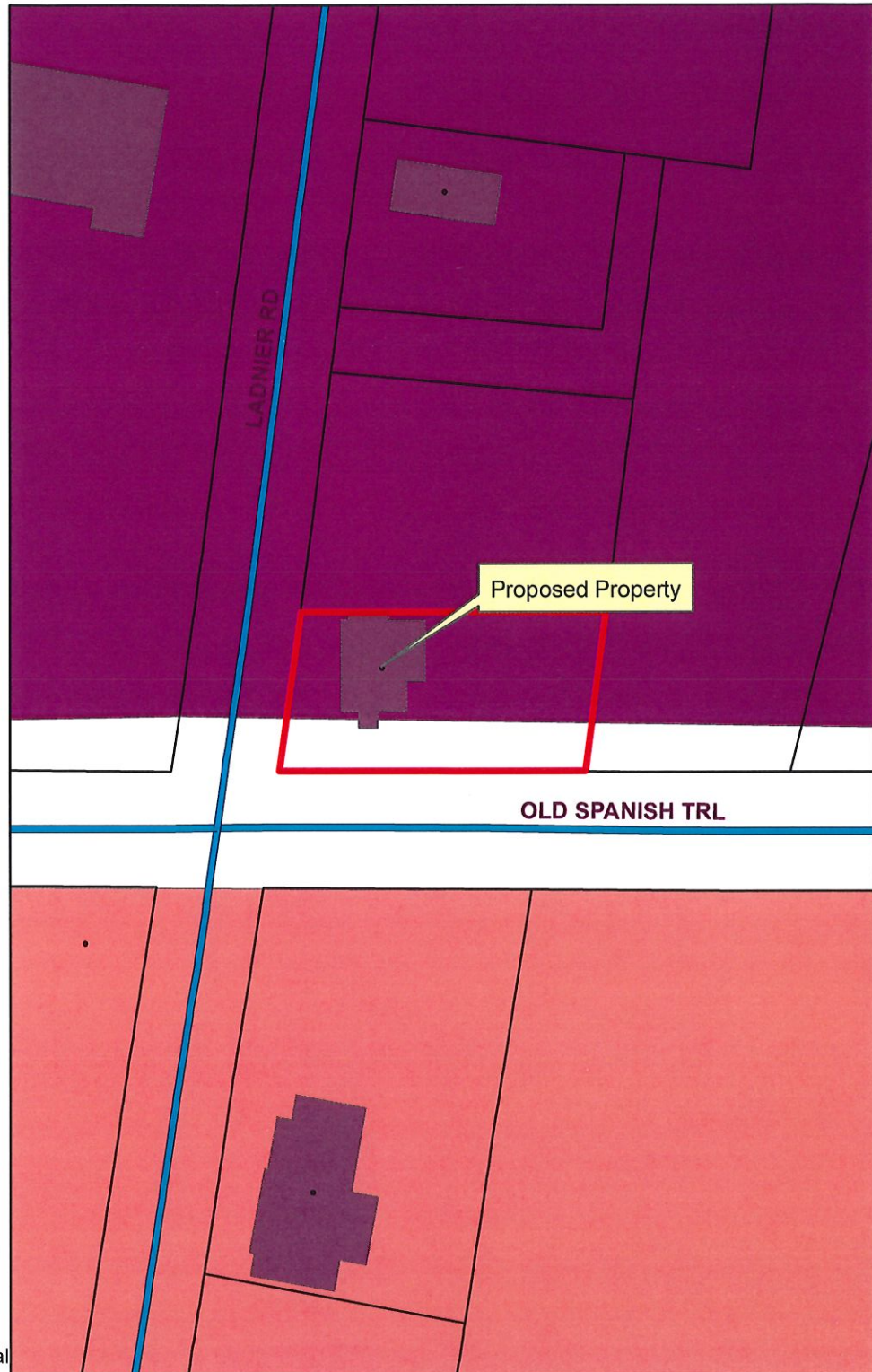
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:

February 21, 2023

Title:

Authorization to acknowledge bids and award the contract for the College Park, Guillotville Road, and Valleywood Subdivisions Project to Suncoast Infrastructure, Inc.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to acknowledge bids and award the contract for CCTV, Smoke Testing, and Manhole Inspection and Reporting Services related to Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Road, and Valleywood Subdivisions Project to the lowest and best bidder, Suncoast Infrastructure, Inc., in an amount not to exceed \$162,350.00

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 000-2023

WHEREAS, the City of Gautier has requested bids for CCTV, Smoke Testing, and Manhole Inspection and Reporting Services related to Sanitary Sewer Mains Rehabilitation for the College Park, Guillotenville Road, and Valleywood Subdivisions Project; and

WHEREAS, on or before January 30, 2023, several bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Suncoast Infrastructure, Inc., in an amount not to exceed \$162,350.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Suncoast Infrastructure, Inc., in an amount not to exceed \$162,350.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria, the written recommendation of Seymour Engineering, and the bases outlined therein, that Suncoast Infrastructure, Inc., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Suncoast Infrastructure, Inc., for the CCTV, Smoke Testing, and Manhole Inspection and Reporting Services related to Sanitary Sewer Mains Rehabilitation for the College Park, Guillotenville Road, and Valleywood Subdivisions Project, is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/10/2023
Subject: Authorization to Acknowledge Bids and Award Contract for CCTV, Smoke Testing, and Manhole Inspection and Reporting Services Related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of three bids for CCTV, smoke testing, manhole inspection, and reporting services and award a contract to the lower bidder, SunCoast Infrastructure, Inc., in an amount not to exceed \$162,350.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions.

The project will provide CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes to decrease the inflow and infiltration in the problem areas.

DISCUSSION:

Three bids for this project were received and opened on January 30, 2023. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to SunCoast Infrastructure, Inc., in an amount not to exceed \$162,350.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for CCTV, smoke testing, manhole inspection, and reporting services and award a contract to the lower bidder, SunCoast Infrastructure, Inc., in an amount not to exceed \$162,350.

The City Council may:

1. Accept bids and authorize the award and execution of the contract, as presented; or
2. Reject all bids and modify the scope of the project; or
3. Reject all bids and re-advertise.

ATTACHMENTS:

1. Recommendation to Award Bid

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free: 888-385-2350

Tuesday, January 31, 2023

April Stennett
Grants and Projects Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Inspections

Dear April,

On January 30, 2023 bids were received for the above referenced project. I am requesting that the City Council acknowledge receipt of the following bids from Gulf Coast Underground, LLC, Smith Industrial Services, Inc., and SunCoast Infrastructure, Inc. Enclosed please find the Certified Bid Tabulation.

In review of the submitted bids, I am recommending that the Board of Supervisors award the Sanitary Sewer Mains Rehabilitation Project that includes CCTV, smoke testing, and manhole inspections to SunCoast Infrastructure, Inc. who was the lowest bidder at \$162,350.00. The price for each item within the project scope was in line with the current prices for sanitary sewer investigations received on other related projects.

SunCoast Infrastructure, Inc. is a great company and has previously performed sewer projects for the City of Gautier along with many other projects along the Mississippi Gulf Coast.

If you should have any questions or need additional information, please let me know!

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in black ink, appearing to read 'Tyler Williams', with a long horizontal flourish extending to the right.

Tyler Williams,
Project Manager



**SANITARY SEWER MAINS REHABILITATION PROJECT, CCTV, SMOKE TESTING, AND MANHOLE INSPECTION
CITY OF GAUTIER**

CONTRACTOR'S BID TABULATION

Bid Opening: Monday, January 30, 2023, at 11:00 A.M. Central Time

Location: Gautier City Hall, 3330 US-90 , Gautier, MS 39553

Contractor	Gulf Coast Underground, LLC	Smith Industrial Services, Inc.	SunCoast Infrastructure, Inc.
Address	5655 Middle Rd	2001 W. 1-65 Service Rd N	P.O. Box 397
City, State	Theodore, AL 36582	Mobile, AL 36618	Florence, MS 39073

Item. No.	Description	Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
BASE BID									
1	Mobilization	1	LS	\$ 11,754.70	\$ 11,754.70	\$ 5,865.00	\$ 5,865.00	\$ 2,850.00	\$ 2,850.00
2	Traffic Control	1	LS	\$ 2,661.45	\$ 2,661.45	\$ 5,000.00	\$ 5,000.00	\$ 1,080.00	\$ 1,080.00
3	6"-10" Sanitary Sewer Line Standard Cleaning	16,500	LF	\$ 2.85	\$ 47,025.00	\$ 4.00	\$ 66,000.00	\$ 3.00	\$ 49,500.00
4	Root / Grease Removal in Existing 6"-10" Sewer Line	3,000	LF	\$ 3.20	\$ 9,600.00	\$ 4.00	\$ 12,000.00	\$ 0.50	\$ 1,500.00
5	Remove Protruding Service	1	LF	\$ 519.90	\$ 519.90	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00
6	Removal of Stabilized Debris in Maholes	1	LF	\$ 209.40	\$ 209.40	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00
7	6"-10" Sewer CCTV Inspection & Reporting	16,500	LF	\$ 2.45	\$ 40,425.00	\$ 2.00	\$ 33,000.00	\$ 0.75	\$ 12,375.00
8	Reverse Set-Up	1	LF	\$ 418.80	\$ 418.80	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
9	Rehabilitation Recommendations Based on CCTV Inspection Results	16,500	LF	\$ 0.40	\$ 6,600.00	\$ 0.10	\$ 1,650.00	\$ 0.10	\$ 1,650.00
10	Dyed Water Testing Concurrent with CCTV Inspection	1	LF	\$ 837.50	\$ 837.50	\$ 375.00	\$ 375.00	\$ 100.00	\$ 100.00
11	Uncover Buried Manholes	10	EA	\$ 958.30	\$ 9,583.00	\$ 500.00	\$ 5,000.00	\$ 250.00	\$ 2,500.00
12	Level 1 Manhole Inspection & Reporting	131	EA	\$ 133.10	\$ 17,436.10	\$ 110.00	\$ 14,410.00	\$ 145.00	\$ 18,995.00
13	Smoke Testing	70,000	LF	\$ 0.75	\$ 52,500.00	\$ 0.60	\$ 42,000.00	\$ 0.58	\$ 40,600.00
14	Rehabilitation Recommendations Based on Smoke Testing Inspection	70,000	LF	\$ 0.10	\$ 7,000.00	\$ 0.08	\$ 5,600.00	\$ 0.12	\$ 8,400.00
15	Flow Monitoring Data Collection (2 Meters)	180	LF	\$ 118.30	\$ 21,294.00	\$ 120.00	\$ 21,600.00	\$ 120.00	\$ 21,600.00
16	Disposal of Solids	100	EA	\$ 92.45	\$ 9,245.00	\$ 75.00	\$ 7,500.00	\$ 1.00	\$ 100.00
TOTAL BASE BID					\$ 237,109.85	\$ 223,000.00		\$ 162,350.00	

I HAVE REVIEWED THESE BIDS AND HEREBY
CERTIFY THAT THEY ARE ACCURATE


TYLER WILLIAMS, E.I., PROJECT MANAGER

**CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

**February 21, 2023
Approval of the Paid Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of paid Docket of Claims transferring fees associated with cancellation of the 2023 Youth Baseball/Softball League

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 000-2023

WHEREAS, the City of Gautier did not receive enough participants to maintain youth baseball/softball leagues for the 2023 season; and

WHEREAS, the City of Gautier had already collected registration fees from numerous participants when it was determined that the Gautier leagues would not proceed; and

WHEREAS, while many participants have requested refunds of the registration fees, some desired to play in the Pascagoula leagues; and

WHEREAS, Pascagoula has agreed to allow any youth currently signed up to play in Gautier to transfer to a Pascagoula baseball/softball league; and

WHEREAS, the City has transferred registration fees to Pascagoula for those participants wishing to play in the Pascagoula leagues, and has refunded those fees to individuals declining the option to transfer;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for said transfers and refunds in the total amount of \$2,880.00 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 February 21, 2023.

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA YOUTH BASEBALL	231394	02/09/2023	02/09/2023	685	54044	880.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	MESSIAH DIXON		02082023	02/09/2023		80.00	
	001-000-341	KYLER HAYES		02082023	02/09/2023		80.00	
	001-000-341	DYLAN LOPEZ		02082023	02/09/2023		80.00	
	001-000-341	JERMEL MATTHEWS JR		02082023	02/09/2023		80.00	
	001-000-341	KELAN BARNETT		02082023	02/09/2023		80.00	
	001-000-341	KARTER GALVAN		02082023	02/09/2023		80.00	
	001-000-341	FABIAN LOPEZ		02082023	02/09/2023		80.00	
	001-000-341	JENXIER S RODRIGUEZ-ALMODOVAR		02082023	02/09/2023		80.00	
	001-000-341	BRAXTON FULLER		02082023	02/09/2023		80.00	
	001-000-341	LANDON MURREN		02082023	02/09/2023		80.00	
	001-000-341	MASON MIRANDA		02082023	02/09/2023		80.00	
001	MEAGAN GRIFFIN	231396	02/09/2023	02/09/2023	686	54045	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	CORBAN WESS		02082023	02/09/2023		80.00	
001	CAROLYN MAXWELL	231397	02/09/2023	02/09/2023	687	54046	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	JAYDEN MAXWELL		02082023	02/09/2023		80.00	
001	KAHARY PASCLEY	231398	02/09/2023	02/09/2023	688	54047	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	AMARI PASCLEY		02082023	02/09/2023		80.00	
001	MEMORY BRADEN	231399	02/09/2023	02/09/2023	689	54048	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	KNOX BRADEN		02082023	02/09/2023		80.00	
001	VICTORIA RABORN	231400	02/09/2023	02/09/2023	690	54049	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	BRYNNLEIGH RABORN		02082023	02/09/2023		80.00	
001	DANYEL SULLIVAN	231401	02/09/2023	02/09/2023	691	54050	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	MARGARET RICHBURG		02082023	02/09/2023		80.00	
001	KELI ROBBINS	231402	02/09/2023	02/09/2023	692	54051	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	DECLAN ROBBINS		02082023	02/09/2023		80.00	
001	SETH ROBBINS	231403	02/09/2023	02/09/2023	693	54052	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	FINNEGAN ROBBINS		02082023	02/09/2023		80.00	
001	KARLA MILLER	231404	02/09/2023	02/09/2023	694	54053	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	XACCARI MILLEN-DORN		02082023	02/08/2023		80.00	

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMBER COKES	231405	02/09/2023	02/09/2023	695	54054	160.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	ROMAN WALLACE		02082023	02/09/2023		80.00	
	001-000-341	TRE BALDWIN		02082023	02/09/2023		80.00	
001	LAUREN OEXMAN	231406	02/09/2023	02/09/2023	696	54055	160.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	RILEY BOWMAN		02082023	02/09/2023		80.00	
	001-000-341	CARTER BOWMAN		02082023	02/09/2023		80.00	
001	KIRA FLANAGAN	231407	02/09/2023	02/09/2023	697	54056	160.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	DERRICK FLANAGAN		02082023	02/09/2023		80.00	
	001-000-341	CY'EL FLANAGAN		02082023	02/09/2023		80.00	
001	REBECCA RASANEN	231408	02/09/2023	02/09/2023	698	54057	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	SAMANTHA RASANEN		02082023	02/09/2023		80.00	
001	DAWN THOMPSON	231409	02/09/2023	02/09/2023	699	54058	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	ROSE COLLIER		02082023	02/09/2023		80.00	
001	JACQUELINE REINE	231410	02/09/2023	02/09/2023	700	54059	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	JAYLEIGH DIAMOND		02082023	02/09/2023		80.00	
001	CRYSTAL RAMSDELL	231411	02/09/2023	02/09/2023	701	54060	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	MADISON RAMSDELL		02082023	02/09/2023		80.00	
001	LEAH CHURCH	231412	02/09/2023	02/09/2023	702	54061	80.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	GRACIE TEAGUE		02082023	02/09/2023		80.00	
001	DYLAN WALDREP	231424	02/09/2023	02/09/2023	703	54062	20.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	KHLOE WALDREP		02082023	02/09/2023		20.00	
001	ALYSSA GALVAN	231425	02/09/2023	02/09/2023	704	54063	40.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	HARPER GALVAN		02082023	02/09/2023		20.00	
	001-000-341	KELSEY GALVAN		02082023	02/09/2023		20.00	
001	CHRISTINA COX	231426	02/09/2023	02/09/2023	705	54064	20.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-341	TINA GRASS		02082023	02/09/2023		20.00	

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA GIRLS SOFTBALL	231427	02/09/2023	02/09/2023	706	54065	240.00	APPROVED
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-000-341		TINA GRASS	02082023	02/09/2023		60.00	
	001-000-341		HARPER GALVAN	02082023	02/09/2023		60.00	
	001-000-341		KHLOE WALDREP	02082023	02/09/2023		60.00	
	001-000-341		KELSEY GALVAN	02082023	02/09/2023		60.00	
001	RENETTA COVEN	231428	02/09/2023	02/09/2023	707	54066	80.00	APPROVED
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	001-000-341		MCKENZIE MERRELL LI	02082023	02/09/2023		80.00	
FUND TOTAL	1 Claims	685	to	707 Checks	23 Total	2,880.00 Manual	Held	Total 2,880.00

SUMMARY OF ALL FUNDS

FUND	1 Claims	685 to	707 Checks	23 Total	2,880.00 Manual	Held	Total	2,880.00	
Total for all Funds				Checks	23 Total	2,880.00 Manual	Held	Total	2,880.00

**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

February 21, 2023
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	☐						

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 000-2023

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 February 21, 2023.

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	231382	02/21/2023	02/06/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001284874	01/31/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001284954	01/31/2023			250.00
001	TEC	231383	02/21/2023	02/06/2023			186.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1069189	02/01/2023			186.12
001	BORDIS & DANOS PLLC	231384	02/21/2023	02/06/2023			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FEB 2023 RETAINER		113	02/06/2023			11,250.00
001	ACE DATA STORAGE INC	231385	02/21/2023	02/06/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2023 SHREDDING SERVICE		0089471	02/01/2023			105.00
001	C SPIRE WIRELESS	231386	02/21/2023	02/06/2023			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-20	02/01/2023			270.00
001	CENTERPOINT ENERGY	231387	02/21/2023	02/06/2023			123.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:12/27/22-01/25/23		11000885-1	02/01/2023			60.40
	001-161-630	SOUTH FIRE:12/27/22-01/25/23		11000999-0	02/01/2023			63.45
001	SPARKLIGHT	231388	02/21/2023	02/06/2023			171.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2023:#107571481		02012023	02/15/2023			171.70
001	SPARKLIGHT	231389	02/21/2023	02/06/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2023:SR BLDG #120793682		02012023	02/15/2023			96.73
001	CREDIT CARD CENTER	231391	02/21/2023	02/06/2023			3,015.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	ASP TRAINING DEPOSIT:HOGGARD		01092023	01/10/2023			100.00
	001-100-681	ASP TRAINING DEPOSIT:WARD		01092023	01/10/2023			100.00
	001-100-681	ASP TRAINING DEPOSIT:BLEVINS		01092023	01/10/2023			100.00
	001-100-681	ASP TRAINING DEPST:T WILLIAMS		01092023	01/10/2023			100.00
	001-001-681	HOTEL-MML2023 CONF:GEORGE		01122023	01/16/2023			372.00
	001-001-681	HOTEL-MML2023 CONF:VAUGHAN		01122023	01/16/2023			372.00
	001-001-681	HOTEL-MML2023 CONF:GOLLOTT		01122023	01/16/2023			372.00
	001-001-681	HOTEL-MML2023 CONF:COLLEDGE		01122023	01/16/2023			372.00
	001-001-681	HOTEL-MML2023 CONF:YANCEY		01122023	01/16/2023			372.00
	001-100-681	HOTEL-MACP CONF:BEVER		01132023	01/16/2023			755.00

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	231431	02/21/2023	02/09/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 2/2/23		MB1484	02/08/2023			175.00
001	JACKSON COUNTY ADULT DETENTION CENTER	231432	02/21/2023	02/09/2023			7,770.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JAN 2023 ADC CHGS		01312023	02/06/2023			7,770.00
001	FUELMAN	231433	02/21/2023	02/09/2023			3,843.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63783740	02/06/2023			90.87
	001-100-525	UNL&DSL FUEL		NP63783740	02/06/2023			2,751.49
	001-161-525	UNL&DSL FUEL		NP63783740	02/06/2023			710.40
	001-170-525	UNL&DSL FUEL		NP63783740	02/06/2023			208.24
	001-205-525	UNL FUEL		NP63783740	02/06/2023			82.17
001	SPARKLIGHT	231437	02/21/2023	02/13/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2023:POLICE #107718371		02082023	02/08/2023			127.95
001	SPARKLIGHT	231438	02/21/2023	02/13/2023			72.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2023:CBL BOX#118476316		02082023	02/08/2023			72.38
001	CATALIS COURTS AND LAND RECORDS LLC	231439	02/21/2023	02/13/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	FEB 2023 COURT SUPPORT		INV4320863	02/01/2023			1,495.00
001	CARDMEMBER SERVICES	231440	02/21/2023	02/13/2023			4,266.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	UNIFORM JACKETS (3)		01062023	01/09/2023			114.18
	001-094-682	PMI MEMBERSHIP:STENNETT		01092023	01/10/2023			149.00
	001-170-511	SUPPLIES:SR CENTER		01102023	01/11/2023			148.75
	001-094-559	SOFTWARE SUB: GRANTS		01152023	01/17/2023			119.99
	001-040-559	ADOBE PRO RENEW:FRONT DESK		01162023	01/17/2023			256.67
	001-170-513	MOVIE LICENSE: RUMBLE		01182023	01/19/2023			395.00
	001-170-513	MOVIE LICENSE: MR TROOP MOM		01182023	01/19/2023			395.00
	001-170-513	MOVIE LICENSE: TOP GUN MAV		01182023	01/19/2023			395.00
	001-170-513	MOVIE LIC: AMERICAN GRAFFITI		01182023	01/19/2023			395.00
	001-170-513	MOVIE LIC: LEAGUE SUPER-PETS		10182023	01/19/2023			395.00
	001-170-513	MOVIE LIC: DR SEUSS' LORAX		01182023	01/19/2023			395.00
	001-090-682	ASFPM DUES: ANKERSON		01262023	01/30/2023			175.00
	001-100-559	REFORMAT PD BADGE DECAL		01312023	02/01/2023			18.00
	001-170-634	BSKTBALL BACKBOARD PADDING(3)		01312023	02/01/2023			562.26
	001-001-615	STADIUM CUP(500): THE SOUND		02012023	02/02/2023			326.55
	001-001-615	FRINGE FOIL: M GRAS FLOAT		02012023	02/02/2023			25.98

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	231442	02/21/2023	02/14/2023			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-423827	02/07/2023			456.00
001	SOUTHERN TIRE MART LLC DEPT 143	231443	02/21/2023	02/14/2023			117.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	REPL VALVE STEM: COMMAND		2500119615	02/07/2023			117.95
001	RJ YOUNG COMPANY LLC	231444	02/21/2023	02/14/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6170276	02/08/2023			38.00
	001-100-699	RICOH IM C2500:BASE FEE		INV6170276	02/08/2023			37.55
001	BAGWELL TRUCK AND EQUIPMENT	231445	02/21/2023	02/14/2023			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	RUN DIAGNOSTICS: E-5		1579	01/09/2023			350.00
	001-161-638	CLEAN SENSORS,REPR LEAKS: E-5		1594	01/18/2023			370.00
001	E AND J TIRE LLC	231446	02/21/2023	02/14/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	PATCH TIRE: REC TRUCK		3318	02/07/2023			35.00
001	ADVANCE AUTO PARTS	231447	02/21/2023	02/14/2023			20.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CAR WASH & WAX (2); PASTE WAX		3301964845	01/19/2023			20.21
001	PASCAGOULA TIRE & SERVICE INC	231448	02/21/2023	02/14/2023			178.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	4 WHL ALIGNMENT: U# 19686		108905	01/24/2023			79.99
	001-100-638	4 WHL ALIGNMENT: U# 16223		108907	01/24/2023			98.99
001	FUELMAN	231449	02/21/2023	02/14/2023			4,506.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63832213	02/13/2023			100.33
	001-092-525	UNL FUEL		NP63832213	02/13/2023			38.68
	001-100-525	UNL&DSL FUEL		NP63832213	02/13/2023			3,462.08
	001-161-525	UNL&DSL FUEL		NP63832213	02/13/2023			431.30
	001-170-525	UNL&DSL FUEL		NP63832213	02/13/2023			434.96
	001-205-525	UNL FUEL		NP63832213	02/13/2023			39.46
001	AUTOZONE INC	231451	02/21/2023	02/14/2023			24.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	4 INTAKE VALVES: U# 16223		4907311574	01/05/2023			24.24
001	AUTO TRUCK AND TRAILER PARTS INC	231453	02/21/2023	02/14/2023			1,174.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	PCV FILTER;TRNS FLUID: E-5		303166	01/11/2023			145.95
	001-161-638	BOX RAGS: FIRE DEPT		303166	01/11/2023			33.00
	001-161-638	FUEL FILTER;OIL FILTER: E-5		303169	01/11/2023			124.55
	001-161-638	TIRE GAUGE		303169	01/11/2023			66.25

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001	AUTO TRUCK AND TRAILER PARTS INC	231453	02/21/2023	02/14/2023			1,174.66	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	FUEL FILTER;FUEL TRTMNT: E-5	303207	01/12/2023			89.34	
	001-100-559	PLST WHEEL (6): SCHOOL SIGNS	303197	01/12/2023			59.88	
	001-161-638	WATER PUMP: E-4	303209	01/13/2023			165.07	
	001-161-638	ANTIFREEZE GAL (3): E-4	303210	01/13/2023			41.70	
	001-161-638	HD BELT; BELT: E-4	303270	01/17/2023			81.43	
	001-161-638	RTN CR: HD BELT	303276	01/17/2023			-29.87	
	001-161-638	BELT; 1" HEATER HOSE: E-4	303276	01/17/2023			48.35	
	001-170-638	TIRE KIT: REC DEPT	303277	01/17/2023			24.56	
	001-161-638	GASKET SET: E-5	303319	01/19/2023			160.05	
	001-100-570	OIL FILTERS (36): POLICE	303406	01/25/2023			164.40	
001	O'REILLY AUTO PARTS	231454	02/21/2023	02/14/2023			2,615.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	REAR ROTOR(2);BRK PAD: U13408	1978273710	12/30/2022			138.17	
	001-100-570	VALVE(4); HEAD GSKT(2):U16223	1978273712	12/30/2022			82.62	
	001-100-570	HEAD BOLT SET (2): U16223	1978273712	12/30/2022			40.38	
	001-100-570	WATER PUMP: U19689	1978273713	12/30/2022			85.72	
	001-100-570	TURN ROTORS (2): PD CHARGER	1978273722	12/30/2022			40.00	
	001-100-570	CALIPER BRACKET: 2010 F150	1978274149	01/03/2023			37.29	
	001-100-570	INT MANIFOLD: U 14401	1978274357	01/05/2023			197.60	
	001-100-570	CONNECTOR KT; ANTFRZ(3):14401	1978274359	01/05/2023			64.96	
	001-100-570	FREON(2); LEAK SEAL: U12458	1978274497	01/06/2023			47.97	
	001-100-570	HEAD LAMP BULBS (4)	1978274497	01/06/2023			20.65	
	001-100-570	AC SEAL KIT; FREON(3): U12405	1978274751	01/09/2023			50.90	
	001-100-570	CORE RTN: CALIPER BRACKET	1978274832	01/09/2023			-5.00	
	001-100-570	AC DRIER&SEAL KT;PAG OIL:12405	1978274834	01/09/2023			61.36	
	001-170-638	BATTERY: REC DEPT	1978274912	01/10/2023			115.36	
	001-100-570	AC CONDENSOR: U12405	1978274968	01/10/2023			145.19	
	001-100-570	TIE ROD: U 12405	1978274968	01/10/2023			47.86	
	001-100-570	RTN CR: AC CONDENSOR	1978275028	01/11/2023			-145.19	
	001-100-570	AC CONDENSOR: U12450	1978275029	01/11/2023			162.71	
	001-100-570	FREON(2);VLV GRIND;ANTIFRZ(3)	1978275062	01/11/2023			75.94	
	001-100-570	HOSE ASSEMBLY: U14435	1978275062	01/11/2023			96.45	
	001-100-570	HEATER HOSE: U14435	1978275065	01/11/2023			42.97	
	001-161-638	WIPER BLADE (2): FD CHIEF	1978275185	01/12/2023			5.56	
	001-100-570	WRNTY RTN: FILTER DRIER;OIL	1978275645	01/17/2023			-43.33	
	001-100-570	WRNTY RTN: FILTER DRIER	1978275646	01/17/2023			-32.48	
	001-100-570	PCV VALVE: U12405	1978275647	01/17/2023			27.07	
	001-161-638	REAR MN SEAL SEALANT (2): E4	1978275687	01/17/2023			31.98	
	001-161-638	DPF PRESSURE SWITCH: E5	1978275893	01/19/2023			83.69	
	001-100-570	RADIATOR CAP; WPR BLADE(2)	1978275894	01/19/2023			27.62	
	001-100-570	BATTERY;THERMSTAT;HOSE CLMP(2)	1978275986	01/20/2023			124.41	
	001-205-559	ASST RATCHET; BRKR BAR: SHOP	1978276251	01/23/2023			109.96	
	001-100-570	CONTROL ARM (2): U19686	1978276253	01/23/2023			154.14	
	001-100-570	LEAK DET PUMP: U19687	1978276253	01/23/2023			20.44	
	001-100-570	ENGINE MOUNTS (2): U19686	1978276288	01/23/2023			86.08	
	001-100-570	WIPER BLADE (2): U13408	1978276288	01/23/2023			19.98	
	001-100-570	TIRE PLUG INSERTS;PCV VALVE	1978276328	01/23/2023			39.74	
	001-100-570	BATTERY; BRAKE CLEANER (12)	1978276364	01/24/2023			175.34	
	001-100-570	WIPER BLADE (30); V BELT	1978276369	01/24/2023			115.19	
	001-100-570	V BELT; PULLEYS (3): U12456	1978276449	01/25/2023			86.32	

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001	O'REILLY AUTO PARTS	231454	02/21/2023	02/14/2023			2,615.16	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	SWQY BAR LINK (2): U19686		1978276453	01/25/2023			80.69
	001-100-570	OIL FILTER (3): POLICE		1978276453	01/25/2023			13.23
	001-100-570	ENGINE MOUNT (2): U 12406		1978276474	01/25/2023			86.08
	001-161-638	BLUEDEF GAL (2): COMMAND		1978276480	01/25/2023			19.98
	001-100-570	CR RTN: LEAK DET PUMP		1978276678	01/27/2023			-20.44
001	46 ENTERTAINMENT INC	231458	02/21/2023	02/14/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1647	02/05/2023			6,500.00
001	AIRGAS USA LLC	231459	02/21/2023	02/14/2023			246.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9994572084	01/31/2023			246.61
001	AMERICAN BANKERS INSURANCE COMPANY	231461	02/21/2023	02/14/2023			3,019.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD: 914 DE LA POINTE		9906203041	02/05/2023			3,019.00
001	CADENCE INSURANCE	231462	02/21/2023	02/14/2023			365.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	BOND RENEWAL: YANCEY, PAULA		474677	02/07/2023			150.00
	001-092-625	BOND RENEWAL: BEVER, DAVID		474679	02/07/2023			215.00
001	DIRECTV LLC	231463	02/21/2023	02/14/2023			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAR)		X230214	02/14/2022			165.00
001	RELX INC DBA LEXISNEXIS	231464	02/21/2023	02/14/2023			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2023 4254VNBSY		3094296200	01/31/2023			123.60
001	MS DEPT OF FINANCE & ADMIN	231465	02/21/2023	02/14/2023			14,792.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2023 COURT ASSESSMENTS		01312023	02/01/2023			14,792.50
001	MS DEPT OF PUBLIC SAFETY	231466	02/21/2023	02/14/2023			957.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2023 SPECIAL ASSESSMENTS		01312023	02/01/2023			957.00
001	MS DEPT OF PUBLIC SAFETY	231467	02/21/2023	02/14/2023			155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2023 INTERLOCK FEES		01312023	02/01/2023			155.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	231468	02/21/2023	02/14/2023			20.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2023 STATE ASSESSMENT		01312023	02/01/2023			20.00
001	BLOSSMAN GAS INC	231476	02/21/2023	02/15/2023			298.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	100.9 GAL PROPANE		22600485	01/02/2023			271.42
	001-161-630	COMPLIANCE FEE NT		22600485	01/02/2023			14.99

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001	BLOSSMAN GAS INC	231476	02/21/2023	02/15/2023			298.41	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	ANNUAL FEE: TANK-EQUIP RENTAL		22725642	01/03/2023			12.00
001	CINTAS CORPORATION	231479	02/21/2023	02/15/2023			434.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	JAN 05 2023 MAINT		4142435316	01/05/2023			108.70
	001-205-535	JAN 11 2023 MAINT		4143086944	01/11/2023			108.70
	001-205-535	JAN 18 2023 MAINT		4143805896	01/18/2023			108.51
	001-205-535	JAN 25 2023 MAINT		4144501498	01/25/2023			108.51
001	WAGGONER ENGINEERING INC	231482	02/21/2023	02/15/2023			2,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	TA APP: GRAVELINE SIDEWALKS		40552	02/09/2023			2,100.00
001	REYNOLDS WHOLESALE CO	231487	02/21/2023	02/15/2023			468.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	STYROFOAM PLATES 500/CS		73789	02/07/2023	230499		59.50
	001-170-511	HD PLASTIC FORK 100/CT (5)		73789	02/07/2023	230499		24.75
	001-170-511	16OZ CLEAR CUP 50/CT (10)		73789	02/07/2023	230499		42.50
	001-170-511	40X100 PLS TABLE CVR ROLL (3)		73789	02/07/2023	230499		48.00
	001-170-511	6" STYROFOAM PLATE 300/CS (2)		73789	02/07/2023	230499		31.90
	001-170-511	2PLY DINNER NAPKIN 150/CT (3)		73789	02/07/2023	230499		10.47
	001-161-559	TOOTSIE FROOTIES 360/CT (22)		73832	02/09/2023	230509		143.00
	001-161-559	GUMMI BURGER 60/CT (12)		73832	02/09/2023	230509		108.00
001	MS FIRE ACADEMY	231489	02/21/2023	02/15/2023			216.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FF 1001-I-II: DODGEN, ETHAN		29957	02/06/2023	230294		216.00
001	MURRAY'S NURSERY	231490	02/21/2023	02/15/2023			375.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	3GAL DISTYLIUM VNTG JADE (30)		9959	02/08/2023	230508		375.00
001	GULF HYDRAULICS & PNEUMATICS INC	231491	02/21/2023	02/15/2023			305.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	CYLINDER REPAIR KIT		183968	01/31/2023	230461		45.65
	001-161-638	11-LBR (3)		183968	01/31/2023	230461		255.00
	001-161-638	MISC SUPPLIES		183968	01/31/2023	230461		5.00
001	GULF COAST ARMY NAVY STORE	231493	02/21/2023	02/15/2023			84.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	BOOTS: SHIELDS, ALYSSA		484794	02/10/2023	230516		84.95
001	HENZE ENTERPRISES INC	231495	02/21/2023	02/15/2023			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	25CY FILL SAND: GM PLAYGROUND		31745	01/31/2023	230423		250.00
001	O'REILLY AUTO PARTS	231497	02/21/2023	02/15/2023			4,199.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-702	REFRIGERANT HANDLING SYSTEM		1978260665	01/28/2023	221265		4,199.99

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001	DIXIE GLASS MS GULF COAST	231498	02/21/2023	02/15/2023			390.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	NEW WINDSHIELD: 2003 C2500		I053429	02/14/2023	230521		100.00
	001-161-638	WALK IN LABOR		I053429	02/14/2023	230521		250.00
	001-161-638	ADHESIVE		I053429	02/14/2023	230521		40.00
001	SUN HERALD	231499	02/21/2023	02/15/2023			142.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: SWR MAIN REHAB		175325	01/31/2023	230326		142.92
001	CUPIT SIGNS OF MISSISSIPPI INC	231501	02/21/2023	02/15/2023			71.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-615	SIGN (4): GROUNDBREAKING		35215B	02/07/2023	230504		71.96
001	GRAFIX SHOPPE	231502	02/21/2023	02/15/2023			446.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	HARLEY GRAPHIC KIT (2)		148889	01/31/2023	230456		420.00
	001-100-570	SHIPPING		148889	01/31/2023	230456		26.06
001	AYERS DISTRIBUTING CO	231503	02/21/2023	02/15/2023			1,015.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	1000/CS CANDY FILLED EGGS(7)		1226	01/19/2023	230432		1,015.00
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	231504	02/21/2023	02/15/2023			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CRITICAL INCIDENT CRS: WERNER		10186	02/10/2023	230517		300.00
001	GOLDLINE TRAINING	231509	02/21/2023	02/15/2023			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	NECI BOMB THRT CALLS: MCLENDON		02102023	02/10/2023	230518		150.00
	001-100-681	NECI BOMB THRT CALLS: WORTH		02102023	02/10/2023	230518		150.00
001	PREMIER TURF-GULF COAST LLC	231511	02/21/2023	02/15/2023			6,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	INST BACKSTOP NET(4): BUDDY D		1041	01/03/2023	230217		6,200.00
001	CANNON PAF LLC	231513	02/21/2023	02/15/2023			59.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	GRILLE (2): FD CHIEF		244749	01/12/2023	230356		59.42
001	SUNBELT RENTALS INC	231514	02/21/2023	02/15/2023			1,523.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	RENT 45' ART MANLIFT: BUDDY D		135642034	02/09/2023	230397		1,523.04
001	PERKINS TIRE & POLARIS	231515	02/21/2023	02/15/2023			467.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	ST 205/75-15 GDY ENDURANCE (4)		56247	01/10/2023	230408		375.88
	001-205-639	INSTALLATION FEES		56247	01/10/2023	230408		87.80
	001-205-639	STATE FEE		56247	01/10/2023	230408		4.00

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001	AUDIOWAVE INC	231517	02/21/2023	02/15/2023			7,635.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	CK LIGHTS & CAMERA: U# 58	A56229	02/01/2023	230463		105.00	
	001-100-799	DS-PAN -432 DOCKING STN (3)	A55790	02/08/2023	221110		3,150.00	
	001-100-799	PKG PSM 3006 POWER SUPPLY (3)	A55790	02/08/2023	221110		2,100.00	
	001-100-799	CHARGE GUARD (3)	A55790	02/08/2023	221110		285.00	
	001-100-698	LABOR: INSTL EQUIP U#13634	A55682	11/09/2022	221233		1,835.00	
	001-100-698	SHOP SUPPLIES	A55682	11/09/2022	221233		160.00	
FUND TOTAL	1 Claims	to	Checks	59 Total	96,805.17 Manual	Held	Total	96,805.17

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003	PRECISION DOOR SERVICE	231512	02/21/2023	02/15/2023			2,632.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-460-721	3" COMM ROLLER NYLON (64)		58376032	02/08/2023	230443		1,408.00
	003-460-721	COMMERCIAL TUNE UP SP (4)		58376032	02/08/2023	230443		999.96
	003-460-721	COMMERCIAL SERV FEE: WFD		58376032	02/08/2023	230443		225.00
FUND TOTAL	3 Claims	to	Checks	1 Total	2,632.96 Manual	Held	Total	2,632.96

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130	GULF BREEZE CONSTRUCTION INC	231484	02/21/2023	02/15/2023			77,453.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 21.49%		9B	02/08/2023			77,453.18
FUND TOTAL 130 Claims	to	Checks	1 Total	77,453.18	Manual		Held	Total 77,453.18

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156	GALLS LLC	231486	02/21/2023	02/15/2023			646.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	TACTICAL BACKPACK KIT		023530430	02/11/2023	220752		646.20
156	MID SOUTH UNIFORM & SUPPLY INC	231488	02/21/2023	02/15/2023			2,055.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	SENTRY SS SHIRT WHT		635721	01/11/2023	230300		55.79
	156-100-799	SENTRY SS SHIRT NAVY (3)		635721	01/11/2023	230300		167.37
	156-100-799	SENTRY LS SHIRT WHT		635721	01/11/2023	230300		59.36
	156-100-799	SENTRY LS SHIRT NAVY		635721	01/11/2023	230300		59.36
	156-100-799	PANT SENTRY NAVY (4)		635721	01/11/2023	230300		218.84
	156-100-799	NAVY 1" BRAID (10)		635721	01/11/2023	230300		45.00
	156-100-799	BRAID OLD GOLD (10)		635721	01/11/2023	230300		47.50
	156-100-799	SENTRY SS SHIRT WHT		635721	01/11/2023	230300		55.79
	156-100-799	SENTRY SS SHIRT NAVY (3)		635721	01/11/2023	230300		167.37
	156-100-799	SENTRY LS SHIRT NAVY		635721	01/11/2023	230300		59.36
	156-100-799	SENTRY LS SHIRT WHT		635721	01/11/2023	230300		59.36
	156-100-799	PANT SENTRY NAVY (3)		635721	01/11/2023	230300		164.13
	156-100-799	SENTRY SS SHIRT NAVY (3)		635721	01/11/2023	230300		167.37
	156-100-799	SENTRY SS SHIRT WHT		635721	01/11/2023	230300		55.79
	156-100-799	SENTRY LS SHIRT NAVY		635721	01/11/2023	230300		59.36
	156-100-799	SENTRY LS SHIRT WHT		635721	01/11/2023	230300		59.36
	156-100-799	SENTRY SS SHIRT NAVY (3)		635721	01/11/2023	230300		167.37
	156-100-799	SENTRY SS SHIRT WHT		635721	01/11/2023	230300		55.79
	156-100-799	SENTRY LS SHIRT NAVY		635721	01/11/2023	230300		59.36
	156-100-799	SENTRY LS SHIRT WHT		635721	01/11/2023	230300		59.36
	156-100-799	PANT SENTRY NAVY (3)		635721	01/11/2023	230300		164.13
	156-100-799	SEW ON PATCHES PER SPEC (48)		635721	01/11/2023	230300		48.00
156	SOLAR CONTROL INC	231505	02/21/2023	02/15/2023			870.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	WINDOW TINT/STRIP: U #18409		020223	02/02/2023	230500		290.00
	156-100-799	WINDOW TINT/STRIP: U #12803		020223	02/02/2023	230500		290.00
	156-100-799	WINDOW TINT/STRIP: U #18407		020223	02/02/2023	230500		290.00
156	COURTESY MOTORS INC	231508	02/21/2023	02/15/2023			141,705.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	2023 FORD F150 BLACK: #22803		70224	01/30/2023	230458		47,235.00
	156-100-799	2023 FORD F150 C GRAY: #08407		70222	01/30/2023	230458		47,235.00
	156-100-799	2023 FORD F150 SILVER: #08409		70225	01/30/2023	230458		47,235.00
156	AUDIOWAVE INC	231518	02/21/2023	02/15/2023			488.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	LABOR: INST 6 BLUE LEDS (2)		A56123	02/06/2023	230354		400.00
	156-100-799	PMP 15 DEGREE BRACKET (4)		A56123	02/06/2023	230354		48.00
	156-100-799	SHOP SUPPLIES: HARLEYS		A56123	02/06/2023	230354		40.00
FUND TOTAL 156 Claims		to	Checks	5 Total	145,764.32	Manual	Held	Total 145,764.32

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GRAND VIEW SECURITY LLC	231506	02/21/2023	02/15/2023			31,018.05	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	171-176-779	ALUMINUM GATE 6X10	2206081247	02/01/2023	221366		5,600.00	
	171-176-779	GTO GATE LOCK	2206081247	02/01/2023	221366		325.00	
	171-176-779	GATE ACCESS CARDS (100)	2206081247	02/01/2023	221366		225.00	
	171-176-779	LM 811LM REMOTE BUTTON (75)	2206081247	02/01/2023	221366		750.00	
	171-176-779	GATE ENTRY SYSTEM	2206081247	02/01/2023	221366		5,500.00	
	171-176-779	UPS BACKUP 350VA	2206081247	02/01/2023	221366		75.00	
	171-176-779	GATE OPERATOR FOUNDATION (2)	2206081247	02/01/2023	221366		700.00	
	171-176-779	LM SWINGGATE OPERATOR 920	2206081247	02/01/2023	221366		7,000.00	
	171-176-779	GATE SAFETY LOOP (3)	2206081247	02/01/2023	221366		1,650.00	
	171-176-779	KEYPAD POST (2)	2206081247	02/01/2023	221366		550.00	
	171-176-779	LM KPR2000 KEYPAD (2)	2206081247	02/01/2023	221366		500.00	
	171-176-779	LONG RANGE RFID READER	2206081247	02/01/2023	221366		1,300.00	
	171-176-779	FIRE/POLICE GATE RECEIVER	2206081247	02/01/2023	221366		325.00	
	171-176-779	RFID WINDSHIELD STICKER (25)	2206081247	02/01/2023	221366		162.50	
	171-176-779	SECURITY CAMERA NETWORK	2206081247	02/01/2023	221366		1,500.00	
	171-176-779	ALTELIX ENCLOSURE	2206081247	02/01/2023	221366		899.00	
	171-176-779	ELECTRICAL CONTRACTOR	2206081247	02/01/2023	221366		950.00	
	171-176-779	UNDERGROUND BORING CONTRACTOR	2206081247	02/01/2023	221366		3,006.55	
FUND TOTAL 171 Claims	to	Checks	1 Total	31,018.05	Manual	Held	Total	31,018.05

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
176	CARDMEMBER SERVICES	231441	02/21/2023	02/13/2023			316.04		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-541	INVENTORY: SNACKS; CANDY		01112023	01/12/2023			316.04	
176	A 1 TERMITE AND PEST CONTROL	231460	02/21/2023	02/14/2023			420.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-699	RENEW-CONTROL ONLY: LOG CABIN		23693	01/31/2023			240.00	
	176-170-699	RENEW-CONTROL ONLY: BTH HOUSE		23692	11/24/2022			180.00	
176	BAY ICE COMPANY INC	231478	02/21/2023	02/15/2023			50.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-699	JAN 2023 BOX RENTAL FEE		672605	01/01/2023			50.00	
176	AD2 INC	231483	02/21/2023	02/15/2023			666.95		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE FEB 2023		3949	02/15/2023			36.50	
	176-170-699	SHOPPING CART		3949	02/15/2023			268.50	
	176-170-699	WEB SITE MAINT 1/15-2/14/23		3949	02/15/2023			350.00	
	176-170-699	DOMAIN REG RENEWAL		3949	02/15/2023			11.95	
FUND TOTAL 176 Claims		to	Checks	4 Total	1,452.99	Manual	Held	Total	1,452.99

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

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	231481	02/21/2023	02/15/2023			12,245.50	
	Description CONSTR PHASE: TRMNT PLANT			Invoice # 40551	Date 02/09/2023	P.O.	Amount 12,245.50	
355	MAX FOOTE CONSTRUCTION CO LLC Account Number 355-723-766	231538	02/21/2023	02/17/2023			1,116,525.50	
	Description NANOFILTRATION WTP			Invoice # 1	Date 02/03/2023	P.O.	Amount 1,116,525.50	
FUND TOTAL 355 Claims to		Checks	2 Total	1,128,771.00	Manual		Held	Total 1,128,771.00

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	231480	02/21/2023	02/15/2023			655,753.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-768	GV SWR UPGRADES		1	02/03/2023		655,753.88	
FUND TOTAL 361 Claims	to	Checks	1 Total	655,753.88	Manual		Held	Total 655,753.88

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	231390	02/21/2023	02/06/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	FEB 2023 OPERATION FEE		GAUTIER122	02/01/2023			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	231392	02/21/2023	02/07/2023			2,730.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	JAN 2023: TIMBERLANE ROFF		8716547688	02/01/2023			2,730.13
400	FUELMAN	231434	02/21/2023	02/09/2023			171.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63783740	02/06/2023			171.83
400	FUELMAN	231450	02/21/2023	02/14/2023			159.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63832213	02/13/2023			159.50
400	SOUTHERN LINC	231452	02/21/2023	02/14/2023			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2023 SERV CHGS		143277	02/01/2023			80.00
	400-650-698	TAXES/FEES		143277	02/01/2023			6.72
400	HENZE ENTERPRISES INC	231455	02/21/2023	02/14/2023			880.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	8CY FILL DIRT: CW WEBB		31753	02/01/2023			80.00
	400-651-585	8CY TOPSOIL: SEWER REPAIR		31753	02/01/2023			120.00
	400-651-683	4TN RAP: SEACLIFFE DRAINAGE		31753	02/01/2023			160.00
	400-651-683	4CY FILL DIRT: SEACLIFFE		31753	02/01/2023			40.00
	400-651-683	32CY FILL DIRT: A DEL PINAR		31753	02/01/2023			320.00
	400-651-683	4CY FILL DIRT: NORTH FD		31753	02/01/2023			40.00
	400-651-683	8CY TOPSOIL: DRAINAGE PROJS		31753	02/01/2023			120.00
400	MISSION COMMUNICATIONS LLC	231456	02/21/2023	02/14/2023			7,535.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ION PLANT 15MIS16089		1072925	02/07/2023			641.40
	400-651-698	RENEWAL: ION PLANT 16MIS18643		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: NEW TANK 20MIS28179		1072925	02/07/2023			563.40
	400-651-698	RENEWAL: CH WELL 22MIS33916		1072925	02/07/2023			516.47
	400-651-698	RENEWAL: LARK WELLS 1 & 6		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: WESTGATE WELL 4		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: MALL TANK & WELL 7		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: OFFICE WELL 8		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: HONDURAS WELL 9		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: BEASLEY WELL 10		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: HWY57 TANK & WELL		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: MARTIN BLUFF TANK		1072925	02/07/2023			581.40
	400-651-698	RENEWAL: CENTRAL STN TANK		1072925	02/07/2023			581.40

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	231457	02/21/2023	02/14/2023			4,404.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2023 PRINTING	2067001	0006904	01/31/2023			1,145.00
	400-650-698	JAN 2023 POSTAGE	2067001	0006904	01/31/2023			3,259.88
400	COGENT STRATEGIES LLC	231477	02/21/2023	02/15/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 02/6/23-03/5/23		2985	02/15/2023			7,500.00
400	COG DEPOSITORY ACCOUNT	231485	02/21/2023	02/15/2023			136,272.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JAN 2023 GARBAGE PMTS		01312023	01/31/2023			136,272.87
400	SOUTHERN PIPE & SUPPLY CO INC	231492	02/21/2023	02/15/2023			4,370.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 CTS PJ WYE (12)		694936701	01/26/2023	221096		636.24
	400-651-581	2 SCH 40 PVC SXXS TEE (6)		694936701	01/26/2023	221096		15.06
	400-651-581	3/4 CCXCTS CORP STOP (12)		6900064-01	01/26/2023	221069		397.08
	400-651-581	1CTS PJ TEE (12)		6900064-01	01/26/2023	221069		739.44
	400-651-581	3/4 MIPXCTS CORP STOP (12)		6900064-02	02/08/2023	221069		543.36
	400-651-581	1CTS J X MTR SWL NUT BALL (12)		6900064-02	02/08/2023	221069		1,165.56
	400-651-581	1CTS PJ X PJ CPLG (12)		6900064-02	02/08/2023	221069		250.92
	400-651-581	3/4 CTS PJ X MIP CPLG (30)		6900064-02	02/08/2023	221069		622.50
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	231494	02/21/2023	02/15/2023			3,157.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	REPR 20HP MOTOR:WESTGATE WELL		45921	02/14/2023	230462		2,008.00
	400-651-581	REPL TERM BX/ADD SS DRIP CVR		45921	02/14/2023	230462		1,149.00
400	CONSOLIDATED PIPE & SUPPLY	231496	02/21/2023	02/15/2023			1,359.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	2 PVC BV SW (12)		3729395000	02/03/2023	230278		144.00
	400-651-583	2 SB CLAMP (3)		3729395000	02/03/2023	230278		207.00
	400-651-583	3 SB REPR CLAMP (12)		3729395000	02/03/2023	230278		1,008.00
400	SOUTHERN WATERWORKS SUPPLY INC	231500	02/21/2023	02/15/2023			255.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	5 GAL HYDRAULIC CEMENT (6)		93266	02/07/2023	230440		255.15
400	CORE & MAIN LP	231507	02/21/2023	02/15/2023			396.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	1-1/2 PVC SCH40 22-1/2 (12)		S284845	02/08/2023	230319		98.16
	400-651-583	1-1/2 PVC SCH40 45 HXH (12)		S284845	02/08/2023	230319		140.64
	400-651-581	2 PVC SCH40 DWV 45 HXSP (12)		S288782	02/08/2023	230341		39.24
	400-651-581	2 PVC S40 DWV 22-1/2 HXSP (12)		S288782	02/08/2023	230341		93.36
	400-651-581	1-1/2 PVC S40 DWV 45 HXH (12)		S288782	02/08/2023	230341		25.20

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BLADES GROUP LLC	231510	02/21/2023	02/15/2023			1,263.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	ROCK ASPHALT 50LB BAG (62)		18040168	01/11/2023	230402		1,178.00
	400-651-585	LIFTGATE FEE		18040168	01/11/2023	230402		85.00
400	PERKINS TIRE & POLARIS	231516	02/21/2023	02/15/2023			683.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	GOODYEAR TIRE (4): R1		56362	01/24/2023	230455		487.96
	400-650-638	INSTALLATION		56362	01/24/2023	230455		95.80
	400-650-638	ALIGNMENT		56362	01/24/2023	230455		99.95
400	J H WRIGHT & ASSOCIATES INC	231519	02/21/2023	02/15/2023			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	PRIMEX TRANSDUCER PSLT33.4 (2)		448907	01/19/2023	230431		1,200.00
	400-651-584	PRIMEX TRANSDUCER PSLT33.4		449337	02/06/2023	230431		600.00
FUND TOTAL 400 Claims	to	Checks	18 Total	343,716.57	Manual	Held	Total	343,716.57

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

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	231381	02/21/2023	02/06/2023			107,812.98	
		Description		Invoice #	Date	P.O.	Amount	
		JAN 2023 RES GARBAGE (6406)		0001284809	01/31/2023		107,812.98	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,812.98	Manual		Held	Total 107,812.98

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	96,805.17 Manual	Held	Total	96,805.17
FUND 3 Claims	to	Checks	1 Total	2,632.96 Manual	Held	Total	2,632.96
FUND 130 Claims	to	Checks	1 Total	77,453.18 Manual	Held	Total	77,453.18
FUND 156 Claims	to	Checks	5 Total	145,764.32 Manual	Held	Total	145,764.32
FUND 171 Claims	to	Checks	1 Total	31,018.05 Manual	Held	Total	31,018.05
FUND 176 Claims	to	Checks	4 Total	1,452.99 Manual	Held	Total	1,452.99
FUND 355 Claims	to	Checks	2 Total	1,128,771.00 Manual	Held	Total	1,128,771.00
FUND 361 Claims	to	Checks	1 Total	655,753.88 Manual	Held	Total	655,753.88
FUND 400 Claims	to	Checks	18 Total	343,716.57 Manual	Held	Total	343,716.57
FUND 404 Claims	to	Checks	1 Total	107,812.98 Manual	Held	Total	107,812.98

Total for all Funds		Checks	93 Total	2,591,181.10 Manual	Held	Total	2,591,181.10

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: February 21, 2023
Title: Approval of Minutes from the Regular Council Meeting held February 7, 2023

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held February 7, 2023

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 000-2023

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 February 7, 2023 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 February 21, 2023.

**Tuesday
February 7, 2023
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held February 7, 2023 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 Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Cameron George.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 7, 2023 @ 6:30 PM**

- I. Call to Order**
 - 1. Prayer**
 - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Announcements**
 - 1. Ground Breaking Ceremony for Gautier's Ampitheater will be Friday, February 10th at 1pm.**
 - 2. Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.**
 - 3. Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.**
- IV. Presentation Agenda**
 - 1. Martin Bluff Road Widening Update by Jeff May, Michael Baker International**
- V. Business Agenda**
 - 1. Approval of a Standard Lease Agreement for lighting services with Mississippi Power**

for Bacot Park football field sports lighting

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. **Authorization to approve services with Waggoner Engineering for work associated with preparing a grant application to the Environmental Protection Service (EPA)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. **Consideration for the Abatement at 7313 Martin Bluff Road, Gautier, MS**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **Approval of the Resolution requesting certain actions by the Mississippi State Legislature concerning PERS**

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **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 January 17, 2023 at 6:30pm.**
2. **Recieve November 2022 Finance Report**
3. **Approval of water and sewer adjustments for February 2023 in the amount of \$19,554.51**
4. **Authorization to remove office equipment and furniture from the City of Gautier's inventory**
5. **Authorization to Advertise for Bid for Jackson County Civic Action/Gautier Head Start Drainage Improvement**
6. **Authorization to Advertise for Bid for Jackson County Animal Shelter Water Main Extension Project**

7. **Authorization for the Gautier Mayor's Youth Council to travel to Oxford, MS for the Mississippi Municipal League's 2023 Statewide Youth Leadership Summit**
8. **Authorization to accept a donation of office furniture for the Gautier Fire Department**
9. **Order authorizing the settlement of a doubtful and disputed claim, directing payment and authorizing the City Manager to execute any and all documents necessary to settle the claim and authorizing the City Clerk department to issue a check as indicated**
10. **Resolution expressing intent to grant tax exemption request for Magnolia Landing Investments, LLC**
11. **Approval to establish Duval Ford, LLC as a single source supplier of Ford Interceptor SUVs and authorize the purchase of six (6) Interceptor SUVs for the Gautier Police Department**
12. **Approval of a letter of support for Singing River Health System**
13. **Approval to Renew and Extend the Agreement with Cogent Strategies, LLC**

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 February 21, 2023 at 6:30pm
www.gautier-ms.gov

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

Mayor Vaughan made the following changes to the agenda order:

1. Add to the announcements – Mardi Gras Tailgate Party will begin at 2pm at the roundabout.
2. Add to the Presentation – Catholic School Week Proclamation
3. Add to Presentation – National School Counselor Week Proclamation

Councilman Gollott made the motion to approve the agenda order, as revised.
Councilman Colledge seconded the motion. The vote was carried unanimously. Absent was Councilman George.

Announcements

1. Ground Breaking Ceremony for Gautier's Ampitheater will be Friday, February 10th at 1pm.
 2. Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.
 3. Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.
 4. Mardi Gras Tailgate Party will begin at 2pm at the roundabout.
-

Presentation

1. Catholic School Week Proclamation
 2. National School Counselor Week Proclamation
 3. Martin Bluff Road Widening Update by Jeff May, Michael Baker International
-



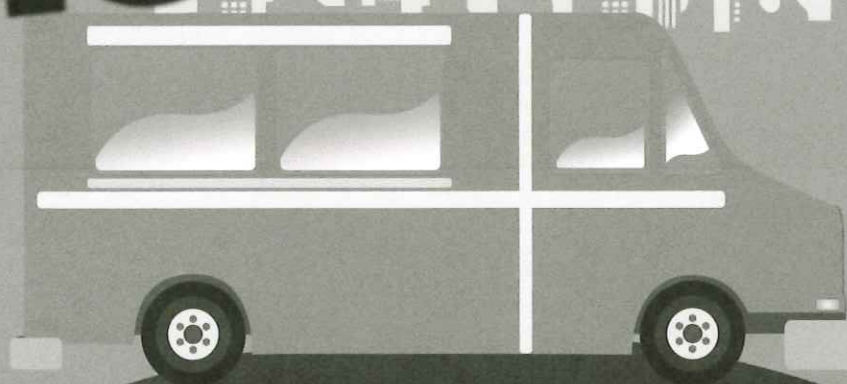
GAUTIER PRESENTS

TASTY THURSDAY!

23

Feb

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

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



GAUTIER SENIOR CENTER PAINT & SOCIALIZE

**FREE EVENT!!
LIMITED SEATING..
TO RESERVE YOUR
SPOT CONTACT
RECREATION DEPT
MICHELE
228-497-2244**

**FEB. 28TH
1pm- 3pm**

**Come enjoy coffee,
donuts, and fellowship.
Supplies/Refreshments
will be provided.**



Gautier Senior Center 914 De La Pointe Dr.

CITY OF GAUTIER PROCLAMATION

A Proclamation Honoring Catholic Schools Week

WHEREAS, Catholic Schools Week is an annual national celebration of the important role that Catholic education plays in providing a comprehensive, values – based education; and

WHEREAS, there are approximately 7,575 students in 29 Catholic schools and early childhood centers in the State of Mississippi; and

WHEREAS, we recognize the commitments of parents and guardians, teachers, and auxiliary personnel who have continued to provide outstanding education to students in Catholic Schools throughout the State of Mississippi; and

WHEREAS, this year’s theme of “*Catholic Schools: Faith. Excellence. Service.*” celebrates the contributions of Catholic Schools to Mississippi’s educational system; and

NOW, THEREFORE, we, Casey Vaughan, Mayor and the Council Members of the City of Gautier, Mississippi, do hereby proclaim the week of January 29– February 4, 2023 as:

Catholic Schools Week

and encourage residents to recognize the dedicated efforts of the faculty, students and parents.

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 7th day of February, 2023.

**Casey Vaughan, Mayor
City of Gautier, Mississippi**

CITY OF GAUTIER

PROCLAMATION

A Proclamation Commemorating National School Counseling Week

WHEREAS, school counselors are employed by public and private schools to help students reach their full potential; and

WHEREAS, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

WHEREAS, school counselors help parents or guardians focus on ways to further the educational, personal and social growth of their children; and

WHEREAS, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and

WHEREAS, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

NOW THEREFORE, I, Casey Vaughan, Mayor of the City of Gautier, do hereby proclaim February 6-10, 2023 as

NATIONAL SCHOOL COUNSELING WEEK

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 7th, day of February, 2023.

Mayor Casey Vaughan
City of Gautier, Mississippi

Councilman Jackson made the motion to approve a standard lease agreement, as presented, for lighting services with Mississippi Power for Bacot Park football field sports lighting. 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 188-2023

WHEREAS, during the revitalization of Bacot Park, the sports field lighting was not upgraded due to budgetary constraints; and

WHEREAS, during the 2022 football season, the recreation department experienced outages;

WHEREAS, after having a contractor and engineer investigate the issue, Staff believes it would be in the best interest of the City to upgrade to LED's and have Mississippi Power maintain the lighting; and

WHEREAS, this agreement includes new wire run from the bottom of the pole to the top, new bracket arms, and new fixtures.

WHEREAS, during the term of the agreement, Mississippi Power will maintain the facilities and will bear the cost of routine repair or replacement; and

WHEREAS, all non-routine maintenance or repair can be done at the City's request and will be billed to the City at Mississippi Power's current rates; and

WHEREAS, this standard lease agreement will be in the amount of \$1,155.00/month for the term of 84 months; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier is hereby authorized to enter into the attached standard lease agreement for lighting services with Mississippi Power for Bacot Park football field sports lighting in the amount of \$1,155.00/month for a term of 84 months.

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 Gollott**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 01/31/2023
Subject: Authorization to enter into a Lighting Services - Standard Lease Agreement with Mississippi Power

REQUEST:

The Recreation Department requests City Council authorization to enter into a Lighting Services - Standard Lease Agreement with Mississippi Power for Bacot Park football field sports lighting in the amount of \$ 1,155.00 for a term of 84 months.

BACKGROUND:

Bacot Park football field lighting is in need of upgrades. During the revitalization of Bacot Park, the sports field lighting was not upgraded due to budgetary constraints. The recreation department experienced outages during the 2022 football season. After having the contractor and electrical engineers investigate the issues, it would be in the best interest of the City to upgrade the sports lighting to LED's and have Mississippi Power maintain the lighting.

DISCUSSION:

The City of Gautier does not have the appropriate equipment and staff to maintain sports field lighting. This agreement includes new wire run from the bottom of the pole to the top, new bracket arms, and new fixtures. During this agreement, Mississippi Power will maintain the facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the City's request and will be billed to the City at Mississippi Power current rates.

RECOMMENDATION:

The Recreation Department recommends that City Council enter into a Lighting Services - Standard Lease Agreement with Mississippi Power for Bacot Park football field sports lighting in the amount of \$ 1,155.00 for a term of 84 months.

City Council May:

1. Enter into a Lighting Services - Standard Lease Agreement with Mississippi Power for Bacot Park football field sports lighting in the amount of \$ 1,155.00 for a term of 84 months.
2. Not enter into a Lighting Services - Standard Lease Agreement with Mississippi Power for Bacot Park football field sports lighting in the amount of \$ 1,155.00 for a term of 84 months.

ATTACHMENTS:

1. City of Gautier Bacot Park West Football Field_7 Year Lighting Lease_11-2-22

Mississippi Power

Business Description (Apartment Complex, Restaurant, Ball-field, etc.):	West Football Field
---	---------------------

Date: _____

- 1 **Lighting Equipment Lease.** Mississippi Power Company ("MPC") will lease to Customer the "Facilities" described on Page 1 of this Lease Agreement ("Agreement") for use at the "Premises" (the "Service Address" shown on Page 1). Customer grants a license of right of access to MPC (and to MPC's representatives and contractors) to enter the Premises to install, connect, inspect, maintain, test, replace, repair, or remove the Facilities; to remove or disconnect pre-existing equipment as noted; or to conduct any other Agreement-related activity (collectively, the "MPC Activities"). Customer acknowledges that the Facilities, though attached to real property, will always remain the exclusive personal property of MPC and that MPC may remove the facilities when this Agreement ends. Customer also acknowledges that regulatory change during the Agreement term may require MPC to modify or replace some Facilities.
- 2 **Term.** The "Initial Term" of this Agreement is the period stated on Page 1, calculated from the date of the first monthly bill. After the Initial Term, the Agreement will automatically renew on an annual basis until terminated by either Customer or MPC by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. MPC's address for notice is Mississippi Power Company, ATTN: Marketing Lighting Services, PO Box 4079, Gulfport, MS 39502-4079. Customer's address for notice is the Mailing Address shown on Page 1.
- 3 **Payment.** MPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If there is a balance outstanding past the due date, Customer agrees to also pay a 1.5% late fee on the unpaid monthly balance and also acknowledges that Customer may be required to pay a deposit of up to two times the Monthly Charge in order to continue service. CUSTOMER ACKNOWLEDGES THAT MPC MAKES NO REPRESENTATION OR WARRANTY REGARDING TREATMENT OF THIS TRANSACTION BY THE INTERNAL REVENUE SERVICE OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW; CUSTOMER ENTERS INTO THIS AGREEMENT IN SOLE RELIANCE UPON CUSTOMER'S OWN ADVISORS.
- 4 **Equipment Protection.** Throughout this Agreement's term, Customer will inform its personnel (and any contractor or person performing construction at the Premises or digging near MPC's Facilities) of the Facilities presence. Either Customer or the other party must provide notices and locate requests to the Mississippi One Call System and must coordinate all activities with the One Call Center and with all utility facility owners or operators as required by the then current Mississippi One Call Law. Customer further acknowledges that any such work may require compliance with certain laws and regulations, including, without limitation, the Mississippi High Voltage Power Lines Act, Miss. Code Ann. §§ 45-15-1, et seq., and regulations of the Occupational Safety and Health Administration. These laws and regulations shall be independently consulted by Customer to determine if any additional compliance measures shall be undertaken by Customer prior to commencement of any work; provided, however, that no work shall be performed until such consultation and compliance has been completed. As between Customer and MPC, Customer will bear all costs arising from failure to comply with these laws or for Facility damage caused by anyone other than MPC (or MPC's representatives or contractors). IF THE FACILITIES ARE DAMAGED, CUSTOMER WILL REPORT THE DAMAGE TO MPC AS SOON AS POSSIBLE BY CALLING 800-487-3275.
- 5 **Maintenance/Repairs.** During this Agreement's term, MPC will maintain the Facilities and will bear the cost of routine repair or replacement. All non-routine maintenance or repair can be done at the Customer's request and will be billed to Customer at then-current MPC rates. Customer must notify MPC of any need for Facility repair by calling 877-656-1836. If the Facility damage was caused by Customer or third party, Customer will reimburse MPC for the repair or replacement cost. Either Party shall be excused from performance of its obligations hereunder other than accrued payment obligations and shall not be construed to be in default in respect of such obligations to the extent that, and for so long as, failure to perform such obligations is due to a Force Majeure Event defined as any occurrence, nonoccurrence or set of circumstances that is beyond the reasonable control of such Party.
- 6 **Safety/Damages.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF THE PREMISES AND ACKNOWLEDGES THAT MPC NEITHER HAS, NOR ASSUMES, ANY OBLIGATION TO ENSURE THE PREMISES' SAFETY. MPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the equipment or any MPC activity under this agreement. Customer will not be entitled to indirect or consequential damages from MPC of any kind (including loss of revenue, loss of actual or anticipated profits, loss of capital costs, loss of business reputation, or punitive damages) arising from any damage or delay involving the Facilities or this Agreement.
- 7 **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, defend (if requested by MPC), and hold harmless MPC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from and against any claim, demand, damage, expense (including attorney's fees and court costs), action, proceeding, judgment, penalty, fine, cost, or other liability (whether based upon tort, breach of contract, strict liability, equity, or otherwise) of any kind or nature for bodily injury (including death) to persons, damage to real or personal property (including loss of use), monetary damage, or equitable relief caused by or arising out of any act or omission of Customer involving this Agreement, the Facilities, or the Premises, in whatever manner caused and regardless of whether caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of MPC, any other person indemnified under this Agreement, or any other person not a party to this Agreement.
- 8 **Default.** Customer will be in default if any amount owed under this Agreement is not paid within 45 days of billing. MPC's waiver of any past default will not waive any other default. If default occurs, MPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and all amounts due for the Facilities during the Agreement's remaining term, remove the Facilities from the Premises, and seek any other available remedy. MPC shall be entitled to reasonable attorney's fees, costs and expenses associated with any claim or litigation concerning Customer's default of this Agreement.
- 9 **Entire Agreement.** This Agreement contains the parties' entire agreement relating to the Facilities and replaces any prior agreement, written or oral. This Agreement may be modified only by an amendment signed by each party, except that updated contact information (e.g. address, phone number, etc) may be provided at any time by written notice to the other party. This Agreement will be governed by Mississippi law. If any provision is ruled invalid or unenforceable, the Agreement as a whole will not be affected. In this Agreement, "including" means "including, but not limited to."
- 10 **Pole Attachments.** If Customer desires to attach anything to any Facilities (poles, light fixtures, brackets, etc), Customer must first obtain MPC's written permission. Customer must contact MPC's Lighting Services Business Unit at 877-656-1836 to obtain the proper pole attachment authorization.
- 11 **Customer Representations.** Customer represents to MPC that: (i) Customer is expressly authorized by all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the MPC Activities (including the use of vehicles, equipment, tools, and materials necessary); (ii) all Premises property lines are clearly and accurately marked; and (iii) the Premises' final grade will vary no more than 6" from the grade existing at the time of Facility installation.
- a. **Customer Duty.** If MPC agrees to allow Customer to perform any part of the Facility installation (including trenching) itself or through a third party, Customer warrants that its work will meet MPC's installation specifications (which will be provided to the Customer). Customer will bear all reasonable additional costs arising from Customer's non-compliance with MPC's specifications or lack of timely (i.e. 10 days) notice to MPC that MPC's portion of the Facilities installation can commence.
- b. **Underground Facilities/Obstructions.** Because MPC's Activities may require excavation or digging, Customer acknowledges that Customer must mark all underground obstructions and private utilities and facilities (e.g. gas lines, water lines, sewer lines, irrigation facilities, low voltage data or communication cables or lines, etc) at the Premises. Customer warrants either that: (i) all underground obstructions and private utilities and facilities have been marked or will be marked before MPC commences Facility installation or other MPC Activities involving excavation or digging; or (ii) there are no underground obstructions or private utilities or facilities at the Premises.
- c. **Unforeseen Conditions.** If Customer fails to properly mark or identify a private utility or facility or other underground obstruction, and damage occurs in connection with MPC's Activities, Customer agrees that, as between Customer and MPC, Customer will bear sole responsibility for any and all damages incurred, including MPC and/or third-party damages, and that MPC will have no liability for any damage or resulting delay. Customer also acknowledges that the estimated charges shown on Page 1 include no allowance for any subsurface rock, wetlands, underground stream, buried waste, unsuitable or unstable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not known to Customer or properly identified and marked by Customer. If an unforeseen condition is encountered, MPC, in its sole discretion, may stop all MPC Activity until Customer either remedies the unforeseen condition or agrees to reimburse all MPC expenses arising from the unforeseen condition. Customer will bear all costs of any Facility modification or change requested by Customer or dictated by unforeseen conditions or circumstances outside MPC's control.

CUSTOMER REPRESENTATIONS ACKNOWLEDGED BY CUSTOMER: Initials: _____ Date: _____

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

ORDER NUMBER 189-2023

WHEREAS, the EPA's community grant appropriations are State and Tribal Assistance Grants (STAG) infrastructure grants to improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects; and

WHEREAS, the City was awarded FY 2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with construction of a nanofiltration water treatment plant in northeast Gautier on Lark Drive, but the EPA has developed an extensive application process in order to receive the funding; and

WHEREAS, in preparation for the grant application, Waggoner Engineering has offered the attached scope of work which would include assembling all supporting documentation and a detailed NEPA Analysis report that consists of seven categories and subcategories, as follows: proposed project and funding; purpose and need for proposed project; existing infrastructure; analysis of alternatives; existing environment (as pertains to project); environmental consequences and mitigation measures for preferred action, and alternatives; and public participation; and

WHEREAS, also required is an Infrastructure Task Force Preliminary Engineering Report, which entails a detailed scope of work with seven categories and subcategories that include: Project Planning; Existing Facilities; Need for Project, Alternatives Considered; Selection of An Alternative; Proposed Project (Recommended Alternative); and Conclusions and Recommendations; and

WHEREAS, this work is required to apply and receive funding from the Environmental Protection Services (EPA);

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached scope of work for Waggoner Engineering (in an amount not to exceed \$56,000) 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 Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: February 1, 2023
Subject: EPA Grant Application for Lark Drive Nanofiltration Plant – Services with Waggoner Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to approve services not-to-exceed \$56,000 with Waggoner Engineering for work associated with preparing a grant application to the Environmental Protection Service (EPA) for funds to aid in the construction of a nanofiltration water treatment plant in northeast Gautier on Lark Drive.

BACKGROUND:

The EPA's community grant appropriations are State and Tribal Assistance Grants (STAG) infrastructure grants to improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects.

Well water throughout Gautier has a color level that ranges from 50 to 80 units — more than 3.5 times the level recommended by the EPA. To lower the color levels, this funding will be used to construct a one-million-gallon per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier, on property already owned by the City.

The City was awarded FY 2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with this project, but EPA developed an extensive application process in order to receive the funding.

DISCUSSION:

Waggoner Engineering services for work in preparation of the grant application consists of assembling all supporting documentation, which will include a detailed NEPA Analysis report that consists of seven categories and subcategories: proposed project and funding; purpose and need for proposed project; existing infrastructure; analysis of alternatives; existing environment (as pertains to project); environmental consequences and mitigation measures for preferred, no action, and alternatives; and public participation.

Also required is an Infrastructure Task Force Preliminary Engineering Report, which entails a detailed scope of work with seven categories and subcategories that include: Project Planning; Existing Facilities; Need for Project, Alternatives Considered; Selection of An Alternative; Proposed Project (Recommended Alternative); and Conclusions and Recommendations.

This work is required to apply and receive funding from EPA.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve services not-to-exceed \$56,000 with Waggoner Engineering for work associated with preparing a grant

application to the Environmental Protection Service (EPA) for funds to aid in the construction of a nanofiltration water treatment plant in northeast Gautier on Lark Drive.

The City Council may:

1. Approve the services for work associated with the preparation of the grant application, as presented; or
2. Not approve services for work associated with the preparation of the grant application, as presented.

ATTACHMENT(S):

1. Letter and detailed scope of work.



143-A LaFleur's Square | Jackson, MS 39211
601 355-9526 OFFICE | 601 352-3945 FAX
WAGGONERENG.COM

January 30, 2023

April Stennett
Grants and Projects Director
City of Gautier

RE: EPA STAG GRANT APPLICATION

Dear April,

Waggoner is pleased to offer its services to the City of Gautier to prepare a grant application to the Environmental Protection Service (EPA) to request STAG funding for the City to construct a 1 Million Gallons Per Day (MGD) nanofiltration water treatment plant in the northeast area of the City, on property already owned by the City, near the Lark Street water supply well, and the Martin Bluff water supply well.

We propose to prepare the application, assembling all supporting documentation, and submit the application on the city's behalf. Our not-to-exceed fee to provide this service is **\$56,000**. The STAG grant application requires a detail **NEPA Analysis Report** and **Infrastructure Task Force Preliminary Engineering Report**. Please see attached Scope of Work for the required reports.

If you have any questions or concerns regarding this proposal, please don't hesitate to contact us.

Sincerely,

Carlos Bell
Area Manager, Gulf Coast

c: Hunter Arnold, WEI
Brian Granger, WEI
Eric Jefferson, WEI

The NEPA environmental review requires the following scope of work (\$28,500):

NEPA Analysis

1. PROPOSED PROJECT AND FUNDING

1.1 Project Description

- a. Project summary
 - (1) Planning area description (including a map with facilities)
 - (2) Planning period (time period)
 - (3) Description of project construction phases
- b. Project-related infrastructure (proposed)
 - (1) Owner and operator of the facilities
 - (2) Location of the facilities (include an 8.5 x 11 inch, black and white project map suitable for distribution)
 - (3) Capacity information

1.2 Relevant Design Parameters

- a. Design information
 - (1) Description of major unit processes – including, for storm water projects, description of major storm water components (structural and non- structural)
 - (2) Flow diagram
 - (3) Estimated pollutant removal capability (i.e., performance criteria of structural components)
 - (4) Sewer/water pipe lengths, sizes, and locations
 - (5) Basic design criteria (e.g., design storm events for storm water components)
 - (6) Other
- b. Energy, water, and sustainability
 - (1) Calculate annual energy requirements *
 - (2) Determine sources of energy *
 - (3) Calculate GHG emissions *
 - (4) Calculate annual water requirements *
 - (5) Describe water efficiency measures (if applicable) *
 - (6) Describe energy efficiency measures (if applicable) *
 - (7) Describe renewable energy produced (if applicable) *
 - (8) Describe green infrastructure (if applicable) *
 - (9) Describe reuse program implemented (if applicable)

1.3 Funding Information

- a. Proposed total project cost
- b. Portion of total project cost funded by EPA
- c. List of amount, sources, and status of all funding sources

2. PURPOSE AND NEED FOR PROPOSED PROJECT

2.1 Project Purpose and Need (Select at Least One)

- a. Water quality/water quantity problems
- b. Public health concerns
- c. Inadequate system or system components
- d. More stringent effluent limits (wastewater only)
 - (1) Existing effluent limitations
 - (2) Proposed effluent limitations
- e. Other (specify):

2.2 Expanded Description of Need

- a. Description of the following (as applicable):
 - (1) Land use projections/impervious cover/pollutant sources
 - (2) Population forecast/projections
 - (3) Calculations and assumptions for forecasted flow and waste load
 - (4) Future environment without the project

3. EXISTING INFRASTRUCTURE

3.1 General Description of Wastewater Collection and Treatment and Storm Water

- a. Include a system description and map

3.2 Existing Wastewater System (Wastewater Only)

- a. Description of wastewater system to include (as applicable):
 - (1) Wastewater flows (current average, peak, wet weather)
 - (2) Influent characteristics
 - (3) Major industrial users
 - (4) Residuals (sludge) disposal service area
 - (5) Infiltration and inflow
 - (6) Present capacity (e.g., describe whether there is excess capacity in digesters [if applicable])
 - (7) Calculate annual energy requirements*
 - (8) Determine source of energy and GHG emissions*
 - (9) Calculate annual water requirements*
 - (10) Describe water efficiency measures (if applicable)*
 - (11) Describe energy efficiency measures (if applicable)*
 - (12) Describe renewable energy produced (if applicable)*
 - (13) Describe green infrastructure (if applicable)*
 - (14) Describe reuse programs implemented (if applicable)

3.3 Existing Drinking Water System (Drinking Water Only)

- a. Description of treatment and distribution system to include (as applicable):
 - (1) Water demand (average, peak)
 - (2) Surface water source (intake locations, permitted and actual withdrawal)
 - (3) Ground water source (wells and well fields)
 - (4) Water storage
 - (5) Raw water characteristics
 - (6) Residuals (sludge) and backwash disposal
 - (7) Service area
 - (8) Calculate annual energy requirements*
 - (9) Determine source of energy and GHG emissions*
 - (10) Calculate annual water requirements*
 - (11) Describe water efficiency measures (if applicable)*
 - (12) Describe energy efficiency measures (if applicable)*
 - (13) Describe renewable energy produced (if applicable)*
 - (14) Describe green infrastructure (if applicable)

3.4 Existing Storm Water System (Storm Water Only)

- a. Detailed description of existing storm water system to include (as applicable):
 - (1) Description of major structural components
 - (2) Description of non-structural components/actions-full cost pricing
 - (3) Description of design parameters/performance criteria/permits

(4) Description of existing capacity and reuse program

(5) Description of green infrastructure (if applicable)*

3.5 Existing System Performance

- a. National Pollutant Discharge Elimination System (NPDES) violations
- b. Safe Drinking Water Act violations
- c. Other system problems

4. ANALYSIS OF ALTERNATIVES

4.1 Development of Alternatives

- a. No-Action Alternative
- b. Optimum utilization of existing facility
 - (1) Describe renewable energy produced (if applicable) *
 - (2) Describe reuse program implemented (if applicable) *
 - (3) Describe water and energy efficiency measures (if applicable) *
 - (4) Describe green infrastructure (if applicable) *
- c. New construction alternatives
- d. Source reduction
- e. Non-structural and structural storm water system components

4.2 Alternative Screening (Include discussion for each Alternative)

- a. Criteria for evaluating alternatives
- b. Assigning weights for criteria
 - (1) Present worth or equivalent annual cost
 - (2) Reliability
 - (3) Complexity
 - (4) Environmental factors
 - (5) Feasibility (constraints)
 - (6) Flexibility
 - (7) Water/energy use comparison *

4.3 Identification of Preferred Alternative

5. EXISTING ENVIRONMENT (AS PERTAINS TO PROJECT)

5.1 Water Resources

- (1) Water quality Public health problems due to water quality
- (2) Water quality problems, fish kills, etc.
- (3) Water quantity problems (i.e., drought, arid conditions, groundwater overdrafts, location of water source from site, if applicable)
- b. Surface and ground water hydrology
- c. Drinking water sources and supply
- d. Floodplains and wetlands

5.2 Physiography, Topography, Geology, and Soils

5.3 Federally Endangered and Threatened Species

5.4 Air Quality

- a. If in a non-attainment area, include information about any required state sign-off

5.5 Environmental Justice Information

- a. Minority and low-income areas (include median family income)
- b. Census maps

5.6 Land Use and Development, Percent Impervious Cover, Pollutant Sources

6. ENVIRONMENTAL CONSEQUENCES AND MITIGATION MEASURES FOR PREFERRED, NO ACTION, AND ALTERNATIVES

6.1 Impacts Discussion

- a. Direct impacts
- b. Indirect or secondary impacts of future growth and development
 - (4) GHG emissions *
 - (5) Water/energy use comparison *
- c. Unavoidable adverse impacts

6.2 Mitigation

- a. Minimization of adverse impacts

6.3 Cross-Cutter Environmental Laws (Coordination and Consultation Process)

- a. Archeological resources
- b. Air quality
- c. Coastal barrier resources
- d. Coastal zones
- e. Endangered species
- f. Environmental justice
- g. Floodplains
- h. Wetlands
- i. Protected farmlands
- j. Fish and wildlife
- k. National historic resources
- l. Drinking water supplies
- m. Wild and scenic rivers
- n. Essential Fish Habitat

6.4 Reviews, Permits, and Authorizations

- a. Intergovernmental review per Executive Order 12372
- b. Necessary permits (NPDES, wetlands) issued
- c. Necessary inter-municipal agreements executed

7. PUBLIC PARTICIPATION

7.1 Summary of Public Participation

7.2 Documentation of any Public Participation

- a. Public meeting date and record if applicable
- b. Copy of any publication/copy of newspaper advertisement

Infrastructure Task Force Preliminary Engineering Report – Requires the following scope of

work (\$27,500):

PROJECT PLANNING - Describe the area under consideration. Service may be provided by a combination of central, cluster, and/or centrally managed individual facilities. The description should include information on the following:

- a. Location. Provide scale maps and photographs of the project planning area and any existing service areas. Include legal and natural boundaries and a topographical map of the service area.
 - b. Environmental Resources Present. Provide maps, photographs, and/or a narrative description of environmental resources present in the project planning area that affect design of the project. Environmental review information that has already been developed to meet requirements of NEPA or a state equivalent review process can be used here.
 - c. Population Trends. Provide U.S. Census or other population data (including references) for the service area for at least the past two decades if available. Population projections for the project planning area and concentrated growth areas should be provided for the project design period. Base projections on historical records with justification from recognized sources.
 - a. Community Engagement. Describe the utility's approach used (or proposed for use) to engage the community in the project planning process. The project planning process should help the community develop an understanding of the need for the project, the utility operational service levels required, funding and revenue strategies to meet these requirements, along with other considerations.
2. **EXISTING FACILITIES** – Describe each part (e.g. processing unit) of the existing facility and include the following information:
- a. Location Map. Provide a map and a schematic process layout of all existing facilities. Identify facilities that are no longer in use or abandoned. Include photographs of existing facilities.
 - b. History. Indicate when major system components were constructed, renovated, expanded, or removed from service. Discuss any component failures and the cause for the failure. Provide a history of any applicable violations of regulatory requirements.
 - c. Condition of Existing Facilities. Describe present condition; suitability for continued use; adequacy of current facilities; and their conveyance, treatment, storage, and disposal capabilities. Describe the existing capacity of each component. Describe and reference compliance with applicable federal, state, and local laws. Include a brief analysis of overall current energy consumption. Reference an asset management plan if applicable.
 - d. Financial Status of any Existing Facilities. (Note: Some agencies require the owner to submit the most recent audit or financial statement as part of the application package.) Provide information regarding current rate schedules, annual O&M cost (with a breakout of current energy costs), other capital improvement programs, and tabulation of users by monthly usage categories for the most recent typical fiscal year. Give status of existing debts and required reserve accounts.
 - e. Water/Energy/Waste Audits. If applicable to the project, discuss any water, energy, and/or waste audits which have been conducted and the main outcomes.
3. **NEED FOR PROJECT** - Describe the needs in the following order of priority:
- a. Health, Sanitation, and Security. Describe concerns and include relevant regulations and correspondence from/to federal and state regulatory agencies. Include copies of such correspondence as an attachment to the Report.
 - b. Aging Infrastructure. Describe the concerns and indicate those with the greatest impact. Describe water loss, inflow and infiltration, treatment or storage needs, management adequacy, inefficient designs, and other problems. Describe any safety concerns.
 - c. Reasonable Growth. Describe the reasonable growth capacity that is necessary to meet needs during the planning period. Facilities proposed to be constructed to meet future growth needs should generally be supported by additional revenues. Consideration should be given to designing for phased capacity increases. Provide number of new customers committed to this project.
4. **ALTERNATIVES CONSIDERED** - This section should contain a description of the alternatives that were considered in planning a solution to meet the identified needs. Documentation of alternatives considered is often a Report weakness. Alternative approaches to ownership and management, system design (including resource efficient or green alternatives), and sharing of services, including various forms of partnerships, should be considered. In addition, the following alternatives should be considered, if practicable: building new centralized facilities, optimizing the current facilities (no construction),

developing centrally managed decentralized systems, including small cluster or individual systems, and developing an optimum combination of centralized and decentralized systems.

- a. Description. Describe the facilities associated with every technically feasible alternative. Describe source, conveyance, treatment, storage, and distribution facilities for each alternative. A feasible system may include a combination of centralized and decentralized (on-site or cluster) facilities.
- b. Design Criteria. State the design parameters used for evaluation purposes. These parameters should comply with federal, state, and agency design policies and regulatory requirements.
- c. Map. Provide a schematic layout map to scale and a process diagram if applicable. If applicable, include future expansion of the facility.
- d. Environmental Impacts. Provide information about how the specific alternative may impact the environment. Describe only those unique direct and indirect impacts on floodplains, wetlands, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to each specific alternative evaluated. Include generation and management of residuals and wastes.
- e. Land Requirements. Identify sites and easements required. Further specify whether these properties are currently owned, to be acquired, leased, or have access agreements.
- f. Potential Construction Problems. Discuss concerns such as subsurface rock, highwater table, limited access, existing resource or site impairment, or other conditions which may affect cost of construction or operation of facility.
- g. Sustainability Considerations. Sustainable utility management practices include environmental, social, and economic benefits that aid in creating a resilient utility.
 - i. Water and Energy Efficiency. Discuss water reuse, water efficiency, water conservation, energy efficient design (i.e., reduction in electrical demand), and/or renewable generation of energy, and/or minimization of carbon footprint, if applicable to the alternative. Alternatively, discuss the water and energy usage for this option as compared to other alternatives.
 - ii. Green Infrastructure. Discuss aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
 - iii. Other. Discuss any other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the alternative, if applicable.
- h. Cost Estimates. Provide cost estimates for each alternative, including a breakdown of the following costs associated with the project: construction, non-construction, and annual O&M costs. A construction contingency should be included as a non-construction cost. Cost estimates should be included with the descriptions of each technically feasible alternative. O&M costs should include a rough breakdown by O&M category (see example below) and not just a value for each alternative. Information from other sources, such as the recipient's accountant or other known technical service providers, can be incorporated to assist in the development of this section. The cost derived will be used in the lifecycle cost analysis described in Section 5 a.

5. **SELECTION OF AN ALTERNATIVE** - Selection of an alternative is the process by which data from the previous section, "Alternatives Considered" is analyzed in a systematic manner to identify a recommended alternative. The analysis should include consideration of both life cycle costs and non-monetary factors (i.e. triple bottom line analysis: financial, social, and environmental). If water reuse or conservation, energy efficient design, and/or renewable generation of energy components are included in the proposal provide an explanation of their cost effectiveness in this section.

- a. Life Cycle Cost Analysis. A life cycle present worth cost analysis (an engineering economics technique to evaluate present and future costs for comparison of alternatives) should be completed to compare the technically feasible alternatives. Do not leave out alternatives because of anticipated costs; let the life cycle cost analysis show whether an alternative may have an acceptable cost. This analysis should meet the following requirements and should be repeated for each technically feasible alternative. Several analyses may be required if the project has different aspects, such as one analysis for different types of collection systems and another for different types of treatment.

- i. The analysis should convert all costs to present day dollars.
 - ii. The planning period to be used is recommended to be 20 years but may be any period determined reasonable by the engineer and concurred on by the state or federal agency.
 - iii. The discount rate to be used should be the "real" discount rate taken from Appendix C of OMB circular A-94 and found at (www.whitehouse.gov/omb/circulars/a094/a94_appx-c.html);
 - iv. The total capital cost (construction plus non-construction costs) should be included.
 - v. Annual O&M costs should be converted to present day dollars using a uniform series present worth (USPW) calculation.
 - vi. The salvage value of the constructed project should be estimated using the anticipated life expectancy of the constructed items using straight line depreciation calculated at the end of the planning period and converted to present day dollars.
 - vii. The present worth of the salvage value should be subtracted from the present worth costs.
 - viii. The net present value (NPV) is then calculated for each technically feasible alternative as the sum of the capital cost (C) plus the present worth of the uniform series of annual O&M (USPW (O&M)) costs minus the single payment present worth of the salvage value (SPPW(S)): $NPV = C + USPW (O\&M) - SPPW (S)$
 - ix. A table showing the capital cost, annual O&M cost, salvage value, present worth of each of these values, and the NPV should be developed for state or federal agency review. All factors (major and minor components), discount rates, and planning periods used should be shown within the table.
 - x. Short lived asset costs (See Appendix A for examples) should also be included in the life cycle cost analysis if determined appropriate by the consulting engineer or agency. Life cycles of short lived assets should be tailored to the facilities being constructed and be based on generally accepted design life. Different features in the system may have varied life cycles.
- b. Non-Monetary Factors. Non-monetary factors, including social and environmental aspects (e.g., sustainability considerations, operator training requirements, permit issues, community objections, reduction of greenhouse gas emissions, wetland relocation) should also be considered in determining which alternative is recommended and may be factored into the calculations.
6. **PROPOSED PROJECT (RECOMMENDED ALTERNATIVE)** - The engineer should include a recommendation for which alternative(s) should be implemented. This section should contain a fully developed description of the proposed project based on the preliminary description under the evaluation of alternatives. Include a schematic for any treatment processes, a layout of the system, and a location map of the proposed facilities. At least the following information should be included as applicable to the specific project:
- a. Preliminary Project Design.
 - i. Drinking Water
 1. Water Supply requirements for quality and quantity. Describe recommended source, including site and allocation allowed.
 2. Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of plant and site of any process discharges. Identify capacity of treatment plant (i.e. Maximum Daily Demand).
 3. Storage. Identify size, type, and location.
 4. Pumping Stations. Identify size, type, location, and any special power requirements. For rehabilitation projects, include description of components upgraded.
 5. Distribution Layout. Identify general location of new cement, or rehabilitation: lengths, sizes, and key components.
 - ii. Wastewater/Reuse:
 1. Collection System/Reclaimed Water System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.
 2. Pumping Stations. Identify size, type, site location, and any special power requirements. For rehabilitation projects, include description of components upgraded.
 3. Storage. Identify size, type, location and frequency of operation.
 4. Treatment. Describe process in detail (including whether adding, replacing, or rehabilitating a process) and identify location of any treatment units and site of any discharges (end use for reclaimed water). Identify capacity of treatment plant (i.e. Average Daily Flow).

- iii. Solid Waste:
 1. Collection. Describe process in detail and identify quantities of material (in both volume and weight), length of transport, location and type of transfer facilities, and any special handling requirements.
 2. Storage. If any, describe capacity, type, and site location. Processing. If any, describe capacity, type, and site location.
 3. Disposal. Describe process in detail and identify permit requirements, quantities of material, recycling processes, location of plant, and site of any process discharges.
- iv. Stormwater:
 1. Collection System Layout. Identify general location of new pipe, replacement or rehabilitation: lengths, sizes, and key components.
 2. Pumping Stations. Identify size, type, location, and any special power requirements.
 3. Treatment. Describe treatment process in detail. Identify location of treatment facilities and process discharges. Capacity of treatment process should also be addressed.
 4. Storage. Identify size, type, location and frequency of operation.
 5. Disposal. Describe type of disposal facilities and location.
 6. Green Infrastructure. Provide the following information for green infrastructure alternatives:
 - a. Control Measures Selected. Identify types of control measures selected (e.g., vegetated areas, planter boxes, permeable pavement, rainwater cisterns).
 - b. Layout: Identify placement of green infrastructure control measures, flow paths, and drainage area for each control measure.
 - c. Sizing: Identify surface area and water storage volume for each green infrastructure control measure. Where applicable, soil infiltration rate, evapotranspiration rate, and use rate (for rainwater harvesting) should also be addressed.
 - d. Overflow: Describe overflow structures and locations for conveyance of larger precipitation events.
- b. Project Schedule. Identify proposed dates for submittal and anticipated approval of all required documents, land and easement acquisition, permit applications, advertisement for bids, loan closing, contract award, initiation of construction, substantial completion, final completion, and initiation of operation.
- c. Permit Requirements. Identify any construction, discharge and capacity permits that will/may be required as a result of the project.
- d. Sustainability Considerations (if applicable).
 - i. Water and Energy Efficiency. Describe aspects of the proposed project addressing water reuse, water efficiency, and water conservation, energy efficient design, and/or renewable generation of energy, if incorporated into the selected alternative.
 - ii. Green Infrastructure. Describe aspects of project that preserve or mimic natural processes to manage stormwater, if applicable to the selected alternative. Address management of runoff volume and peak flows through infiltration, evapotranspiration, and/or harvest and use, if applicable.
 - iii. Other. Describe other aspects of sustainability (such as resiliency or operational simplicity) that are incorporated into the selected alternative, if incorporated into the selected alternative.
- e. Total Project Cost Estimate (Engineer's Opinion of Probable Cost). Provide an itemized estimate of the project cost based on the stated period of construction. Include construction, land, and rights-of-way, legal, engineering, construction program management, funds administration, interest, equipment, construction contingency, refinancing, and other costs associated with the proposed project. The construction subtotal should be separated out from the non-construction costs. The non-construction subtotal should be included and added to the construction subtotal to establish the total project cost. An appropriate construction contingency should be added as part of the non-construction subtotal. For projects containing both water and waste disposal systems, provide a separate cost estimate for each system as well as a grand total. If applicable, the cost estimate should be itemized to reflect cost sharing including apportionment between funding

sources. The engineer may rely on the owner for estimates of cost for items other than construction, equipment, and engineering.

- f. Annual Operating Budget. Provide itemized annual operating budget information. The owner has primary responsibility for the annual operating budget, however, there are other parties that may provide technical assistance. This information will be used to evaluate the financial capacity of the system. The engineer will incorporate information from the owner's accountant and other known technical service providers.

- i. Income. Provide information about all sources of income for the system including a proposed rate schedule. Project income realistically for existing and proposed new users separately, based on existing user billings, water treatment contracts, and other sources of income. In the absence of historic data or other reliable information, for budget purposes, base water use on 100 gallons per capita per day. Water use per residential connection may then be calculated based on the most recent U.S. Census, American Community Survey, or other data for the state or county of the average household size. When large agricultural or commercial users are projected, the Report should identify those users and include facts to substantiate such projections and evaluate the impact of such users on the economic viability of the project.
- ii. Annual O&M Costs. Provide an itemized list by expense category and project costs realistically. Provide projected costs for operating the system as improved. In the absence of other reliable data, based on actual costs of other existing facilities of similar size and complexity. Include facts in the Report to substantiate O&M cost estimates. Include personnel costs, administrative costs, water purchase or treatment costs, accounting and auditing fees, legal fees, interest, utilities, energy costs, insurance, annual repairs, and maintenance, monitoring and testing, supplies, chemicals, residuals disposal, office supplies, printing, professional services, and miscellaneous as applicable. Any income from renewable energy generation which is sold back to the electric utility should also be included, if applicable. If applicable, note the operator grade needed.
- iii. Debt Repayments. Describe existing and proposed financing with the estimated amount of annual debt repayments from all sources. All estimates of funding should be based on loans, not grants.
- iv. Reserves. Describe the existing and proposed loan obligation reserve requirements for the following:
 1. Debt Service Reserve – For specific debt service reserve requirements consult with individual funding sources. If General Obligation bonds are proposed to be used as loan security, this section may be omitted, but this should be clearly stated if it is the case.
 2. Short-Lived Asset Reserve – A table of short-lived assets should be included for the system (See Appendix A for examples). The table should include the asset, the expected year of replacement, and the anticipated cost of each. Prepare a recommended annual reserve deposit to fund replacement of short-lived assets, such as pumps, paint, and small equipment. Short-lived assets include those items not covered under O&M, however, this does not include facilities such as a water tank or treatment facility replacement that are usually funded with long-term capital financing.

3.

7. CONCLUSIONS AND RECOMMENDATIONS

Provide any additional findings and recommendations that should be considered in development of the project. This may include recommendations for special studies, highlighting of the need for special coordination, a recommended plan of action to expedite project development, and any other necessary considerations.

After a discussion between Mayor and Council, Councilman Colledge made the motion to table the Consideration for an abatement at 7313 Martin Bluff Road until March 7, 2023 at 6:30pm. Councilman Elbin seconded the motion. The vote was carried by the majority with Councilman at large Colledge, Councilman Jackson, Councilman Gollott, Councilman Anderson, and Councilman Elbin in favor. Mayor Vaughan opposed the vote.

Councilman Gollott made the motion to approve the resolution requesting certain actions by the Mississippi State Legislature concerning PERS, as presented. 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:

RESOLUTION NUMBER 193-2023

WHEREAS, the Public Employees Retirement System (PERS) Board has requested an increase in the employer contribution rate from 17.4% to 22.4%, amounting to a 5% increase. This is the largest increase request by PERS in history; and

WHEREAS, the total previous employer contribution rate increases requested by the PERS Board from 2012-2019 were 5.4% over the entire 9-year period; and

WHEREAS, the requested employer contribution rate increase of 5% will have a significant impact on the municipal budget and citizens, not just of the City of Gautier, but the entire State; and

WHEREAS, the direct impact to the City of Gautier, should the Legislature pass the requested 5% increase, will be \$306,890, which, at the current mill value in Gautier, will amount to a 2.4765 millage increase to the citizens of Gautier. This increase will not only be detrimental to the current budget of the City of Gautier, but it will most likely prevent any future pay increases for employees and stifle the addition of needed personnel; and

WHEREAS, the PERS Board is elected only by members of PERS and is not voted on nor elected by the citizens of the City of Gautier, who will be required to bear the brunt of this increase; and

THEREFORE, BE IT RESOLVED, that the City of Gautier hereby requests its legislative delegation take the following action:

1. Require PERS to provide a long-term solution to prevent these astronomical increases
2. Provide for accountability from the PERS Board in its management of the retirement system
3. For the state to absorb the increase or find another solution besides placing this burden on the citizens of municipalities

BE IT FURTHER RESOLVED, that the Gautier City Council hereby requests its legislative delegation to vote against any increase that would require an increased employer contribution by a municipality; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to each member of the Coastal legislative delegation, the Lieutenant Governor and the Governor of the State of Mississippi; and

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

Councilman Colledge made the motion to approve the paid Docket of Claims, as presented, in accordance with Mississippi House Bill 1542 and Mississippi House Bill 1427, creating the "Mississippi Law Enforcement and Firefighters Pay Program," previously adopted on September 6, 2022. 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 190-2023

WHEREAS, on September 6, 2023, the City of Gautier adopted a Resolution accepting payments administered by the Mississippi Department of Public Safety under the "Mississippi Law Enforcement and Firefighters Premium Pay Program," for purposes of distribution to the law enforcement officers and firefighters employed by 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 paid Docket of Claims for these expenses in the total amount of \$63,000 is hereby approved.

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

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CHARLES W ADKISSON Account Number 001-100-439	231162	01/27/2023	01/27/2023	546	53872	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JOHNATHAN G ALLMAND Account Number 001-100-439	231163	01/27/2023	01/27/2023	547	53873	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	DAVID T BEVER Account Number 001-100-439	231164	01/27/2023	01/27/2023	548	53874	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	SHADWICK MICHAEL BLEVINS Account Number 001-100-439	231165	01/27/2023	01/27/2023	549	53875	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	LEE NATHAN BOND Account Number 001-100-439	231166	01/27/2023	01/27/2023	550	53876	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	ROBERT DEAN DENTON Account Number 001-100-439	231167	01/27/2023	01/27/2023	551	53877	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	MAKENZIE LIN DERBY Account Number 001-100-439	231168	01/27/2023	01/27/2023	552	53878	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	DEREK B ETHERIDGE Account Number 001-100-439	231169	01/27/2023	01/27/2023	553	53879	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	LAUREN ELIZABETH ETHERIDGE Account Number 001-100-439	231170	01/27/2023	01/27/2023	554	53880	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	ERIKA RUBY GONZALEZ Account Number 001-100-439	231171	01/27/2023	01/27/2023	555	53881	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	LEVI E HALL Account Number 001-100-439	231172	01/27/2023	01/27/2023	556	53882	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	BRANDON J HARTY Account Number 001-100-439	231173	01/27/2023	01/27/2023	557	53883	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REAGAN DELAYNE HILL Account Number 001-100-439	231174	01/27/2023	01/27/2023	558	53884	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	CHARLES PATRICK RANDALL HOGGARD Account Number 001-100-439	231175	01/27/2023	01/27/2023	559	53885	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	MITCHELL ALLEN HUDGINS Account Number 001-100-439	231176	01/27/2023	01/27/2023	560	53886	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	JOTHAN OFFERREL HUNTER Account Number 001-100-439	231177	01/27/2023	01/27/2023	561	53887	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	KEVIN M JOHNSON Account Number 001-100-439	231178	01/27/2023	01/27/2023	562	53888	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	DAVID WILLIAM LONGSTREET Account Number 001-100-439	231179	01/27/2023	01/27/2023	563	53889	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	JAMES EDWARD MCGHEE III Account Number 001-100-439	231180	01/27/2023	01/27/2023	564	53890	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	BENJAMIN N MCQUAGGE Account Number 001-100-439	231181	01/27/2023	01/27/2023	565	53891	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	MELLISA ANN MCQUAGGE Account Number 001-100-439	231182	01/27/2023	01/27/2023	566	53892	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	TRISTEN CASEY NICHOLSON Account Number 001-100-439	231183	01/27/2023	01/27/2023	567	53893	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	TYLER LEWIS REID Account Number 001-100-439	231184	01/27/2023	01/27/2023	568	53894	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	LANCEN LEE SHIPMAN Account Number 001-100-439	231185	01/27/2023	01/27/2023	569	53895	1,000.00	APPROVED
		Description STATE ARPA PREMIUM PAY		Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ADAM D SLOVER Account Number 001-100-439	231186	01/27/2023	01/27/2023	570	53896	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	BENJAMIN SCOTT THOMAS Account Number 001-100-439	231187	01/27/2023	01/27/2023	571	53897	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	CLIFFORD A WALKER Account Number 001-100-439	231188	01/27/2023	01/27/2023	572	53898	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	BRIANNE MICHELLE WARD Account Number 001-100-439	231189	01/27/2023	01/27/2023	573	53899	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	CHARLES STEPHEN WARD Account Number 001-100-439	231190	01/27/2023	01/27/2023	574	53900	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	WADE BENJAMIN EUGENE WILDMAN Account Number 001-100-439	231191	01/27/2023	01/27/2023	575	53901	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	KEVIN EARL WILLETT Account Number 001-100-439	231192	01/27/2023	01/27/2023	576	53902	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	CHARLES TRACE WILLIAMS Account Number 001-100-439	231193	01/27/2023	01/27/2023	577	53903	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	DEMARION DEONTE WILLIAMS Account Number 001-100-439	231194	01/27/2023	01/27/2023	578	53904	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	RONALD AUSTIN WILLIAMS Account Number 001-100-439	231195	01/27/2023	01/27/2023	579	53905	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	BYRON THOMAS WILLIAMSON Account Number 001-100-439	231196	01/27/2023	01/27/2023	580	53906	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	BRIAN KEITH ANSEMAN Account Number 001-161-439	231197	01/27/2023	01/27/2023	581	53907	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BERTRAND ALFRED BARRAS Account Number 001-161-439	231198	01/27/2023	01/27/2023	582	53908	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JEREMY R BROWN Account Number 001-161-439	231199	01/27/2023	01/27/2023	583	53909	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	TERRENCE L DOSSETT Account Number 001-161-439	231200	01/27/2023	01/27/2023	584	53910	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	KEVIN W FINN Account Number 001-161-439	231201	01/27/2023	01/27/2023	585	53911	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JONATHAN KEITH FORD Account Number 001-161-439	231202	01/27/2023	01/27/2023	586	53912	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JUSTIN MATTHEW FREMIN Account Number 001-161-439	231203	01/27/2023	01/27/2023	587	53913	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	KYLE MABRY GERMANY Account Number 001-161-439	231204	01/27/2023	01/27/2023	588	53914	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	IAN TYLER GOFF Account Number 001-161-439	231205	01/27/2023	01/27/2023	589	53915	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	AUSTIN VANN GRAHAM Account Number 001-161-439	231206	01/27/2023	01/27/2023	590	53916	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JERED V GRAHAM Account Number 001-161-439	231207	01/27/2023	01/27/2023	591	53917	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	MICAH JOEL HANCOCK Account Number 001-161-439	231208	01/27/2023	01/27/2023	592	53918	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	DEREK PAUL HEDMAN Account Number 001-161-439	231209	01/27/2023	01/27/2023	593	53919	1,000.00	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TIMOTHY A HERMES	231210	01/27/2023	01/27/2023	594	53920	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JOSHUA B HILL	231211	01/27/2023	01/27/2023	595	53921	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JAKE ALEXANDER HOLLAND	231212	01/27/2023	01/27/2023	596	53922	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	TIMOTHY PAUL JONES	231213	01/27/2023	01/27/2023	597	53923	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	CORY ALLAN LAMBERT	231214	01/27/2023	01/27/2023	598	53924	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JAMES J LATCH	231215	01/27/2023	01/27/2023	599	53925	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	JONATHAN PARKER LINTON	231216	01/27/2023	01/27/2023	600	53926	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	TEDDY A LORENZO	231217	01/27/2023	01/27/2023	601	53927	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	MAURICE ESTEBAN MCCLURE	231218	01/27/2023	01/27/2023	602	53928	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	KYLE BURDETTE MCNEIL	231219	01/27/2023	01/27/2023	603	53929	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	ROY L ODOM JR	231220	01/27/2023	01/27/2023	604	53930	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	
001	MARK A ROS JR	231221	01/27/2023	01/27/2023	605	53931	1,000.00	APPROVED
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-439	STATE ARPA PREMIUM PAY		01272023	01/27/2023		1,000.00	

Docket of Claims
Claims paid from 01/27/2023 thru 01/27/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BRELAND LEVI SHEPPARD Account Number 001-161-439	231223	01/27/2023	01/27/2023	606	53932	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	AARON LEE TILLMAN Account Number 001-161-439	231224	01/27/2023	01/27/2023	607	53933	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
001	JOSHUA HAROLD WELLS Account Number 001-161-439	231225	01/27/2023	01/27/2023	608	53934	1,000.00	APPROVED
	Description STATE ARPA PREMIUM PAY			Invoice # 01272023	Date 01/27/2023	P.O.	Amount 1,000.00	
FUND TOTAL	1 Claims 546 to 608 Checks 63 Total			63,000.00 Manual		Held	Total	63,000.00

SUMMARY OF ALL FUNDS

FUND	1 Claims	546 to	608 Checks	63 Total	63,000.00 Manual	Held	Total	63,000.00
Total for all Funds		Checks	63 Total	63,000.00 Manual	Held	Total	63,000.00	

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 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 191-2023

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 Jackson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BRASS HANGER CLEANERS INC	231226	02/07/2023	01/26/2023			86.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	CLEAN: RUDOLPH SUIT		22332-256	12/01/2022			30.00
	001-170-698	CLEAN: RUDOLPH SUIT		22353-853	01/09/2023			30.00
	001-170-698	CLEAN: SANTA SUIT		22353-853A	01/09/2023			26.75
001	PITNEY BOWES INC PURCHASE POWER	231228	02/07/2023	01/26/2023			1,050.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER #1327268		0434-6213	01/20/2023			1,050.00
001	GAUTIER FAMILY CLINIC LLC	231229	02/07/2023	01/26/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE EMP PHYSICAL: SHIELDS, A		01102023	01/10/2023			100.00
001	TERRENCE DOSSETT	231230	02/07/2023	01/26/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: ENGINE CO OPS		02132023	11/08/2022			100.00
001	AGJ SYSTEMS & NETWORKS INC	231231	02/07/2023	01/26/2023			7,088.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	FEB 2023 MSP-COMplete CARE		MSP-101682	02/01/2023			6,200.00
	001-092-606	FEB 2023: MS365 EXC (75)		100764	02/01/2023			375.00
	001-092-606	FEB 2023: MS365 BUS (34)		100764	02/01/2023			459.00
	001-092-606	FEB 2023: LITIGATN HOLD (18)		100764	02/01/2023			54.00
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	231232	02/07/2023	01/26/2023			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-682	ANNUAL DUES: MONTGOMERY		GAUTIER	01/23/2023			70.00
	001-040-682	ANNUAL DUES: CUMBEST-DICKERSON		GAUTIER	01/23/2023			2.50
	001-040-682	ANNUAL DUES: FARABEE		GAUTIER	01/23/2023			2.50
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	231233	02/07/2023	01/26/2023			371.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS CK & VACCS: HANK		239562	01/13/2023			371.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	231234	02/07/2023	01/26/2023			121.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS CK & VACCS: TESS		239397	01/04/2023			121.00
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	231235	02/07/2023	01/26/2023			428.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	WELLNESS CK & VACCS: TOK		239368	01/03/2023			223.00
	001-100-514	FLU BOOSTER & MEDS: TOK		239584	01/13/2023			205.00
001	LANCE A RANSONET	231236	02/07/2023	01/26/2023			60.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	REIMB: TP HAWK 8 DUTY BOOTS		12292022	12/29/2022			60.56

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JEFF WILKINSON	231237	02/07/2023	01/26/2023			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DIGITAL PHOTOS (14): WEBSITE		2023	01/12/2023			420.00
	001-092-698	DIGITAL PHOTOS (4): WEBSITE		2023.1	01/18/2023			80.00
001	SBM REPORTING LLC	231243	02/07/2023	01/30/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 1/5/23		MB1470	01/13/2023			175.00
001	CATALIS COURTS AND LAND RECORDS LLC	231245	02/07/2023	01/30/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2023 COURT SUPPORT		INV4319624	01/20/2023			1,495.00
001	SPARKLIGHT	231248	02/07/2023	01/30/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2023: CFD #122024086		01232023	01/23/2023			95.41
001	SPARKLIGHT	231249	02/07/2023	01/30/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2023: NFD #122024383		01232023	01/23/2023			85.46
001	SPARKLIGHT	231250	02/07/2023	01/30/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2023: SFD #122025091		01232023	01/23/2023			85.46
001	SPARKLIGHT	231251	02/07/2023	01/30/2023			220.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2023: BACOT #135939403		01232023	01/23/2023			220.88
001	AT&T	231255	02/07/2023	01/30/2023			4,056.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	01/14/2023			4,056.50
001	AT&T	231256	02/07/2023	01/30/2023			36.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	01/14/2023			36.60
001	GLOBALSTAR	231260	02/07/2023	01/30/2023			101.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		44591781	01/16/2023			101.68
001	DELTA COMPUTER SYSTEMS INC	231261	02/07/2023	01/30/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	FEB 2023 ACCT SOFTWARE MAINT		DHLMN08423	02/01/2023			430.00
	001-092-606	FEB 2023 PRIV LIC SW MAINT		DHLMN08424	02/01/2023			175.00
	001-092-606	FEB 2023 VOTER REG SW MAINT		HRMN010713	02/01/2023			20.00

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	231263	02/07/2023	01/30/2023			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSEZ00-01 RENTAL FEE		INV6129052	01/17/2023			470.88
001	C SPIRE WIRELESS	231265	02/07/2023	01/30/2023			956.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	01/11/2023			475.90
	001-100-605	DATA CARDS (14)		0032680896	01/11/2023			480.62
001	C SPIRE WIRELESS	231266	02/07/2023	01/30/2023			1,167.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	12/31/2023			47.59
	001-021-605	CITY MGR CELL PHONE		0030759348	12/31/2023			47.59
	001-040-605	ADMIN CELL PHONE		0030759348	12/31/2023			81.92
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	12/31/2023			252.08
	001-090-698	IPAD SERVICE(3)		0030759348	12/31/2023			102.99
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	12/31/2023			142.77
	001-161-605	FIRE DEPT CELL PHONES		0030759348	12/31/2023			142.77
	001-170-605	RECREATION CELL PHONES		0030759348	12/31/2023			200.28
	001-205-605	MAINT CELL PHONES		0030759348	12/31/2023			149.98
001	RJ YOUNG COMPANY LLC	231273	02/07/2023	01/30/2023			126.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6141553	01/24/2023			113.14
	001-161-698	ADMIN FEE		INV6141553	01/24/2023			8.00
	001-161-698	IMC2500 USAGE: COLOR		INV6141553	01/24/2023			4.99
001	SPARKLIGHT	231274	02/07/2023	01/30/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	FEB 2023: GARAGE #134679919		01202023	01/20/2023			127.95
001	FUELMAN	231275	02/07/2023	01/30/2023			3,545.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63659534	01/16/2023			57.43
	001-092-525	UNL FUEL		NP63659534	01/16/2023			34.85
	001-100-525	UNL FUEL		NP63659534	01/16/2023			2,512.36
	001-161-525	UNL&DSL FUEL		NP63659534	01/16/2023			631.94
	001-170-525	UNL FUEL		NP63659534	01/16/2023			308.52
001	FUELMAN	231277	02/07/2023	01/30/2023			3,834.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63684638	01/23/2023			47.96
	001-100-525	UNL&DSL FUEL		NP63684638	01/23/2023			2,887.68
	001-161-525	UNL&DSL FUEL		NP63684638	01/23/2023			497.62
	001-170-525	UNL FUEL		NP63684638	01/23/2023			278.83
	001-205-525	UNL FUEL		NP63684638	01/23/2023			122.33

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001	FUELMAN	231279	02/07/2023	01/30/2023			3,746.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63713258	01/30/2023			91.10
	001-100-525	UNL&DSL FUEL		NP63713258	01/30/2023			2,744.88
	001-161-525	UNL&DSL FUEL		NP63713258	01/30/2023			447.28
	001-170-525	UNL&DSL FUEL		NP63713258	01/30/2023			463.55
001	STEINER SAW & MOWER	231281	02/07/2023	01/31/2023			738.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	REPL WORN SPROCKET: POLE SAW		3480624	01/10/2023			69.00
	001-170-639	PARTS & LABOR: POLE SAW		033601	01/19/2023			208.00
	001-170-639	PARTS & LABOR: EXMARK		3480658	01/30/2023			461.00
001	BUTLER SNOW LLP	231282	02/07/2023	01/31/2023			2,028.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	REDIST SERVS THRU 12/31/22		10366465	01/23/2023			2,028.50
001	DEPT PUBLIC SAFETY	231284	02/07/2023	01/31/2023			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (DEC 2022)		90126991	01/05/2023			180.00
001	FOSTERS A/C & HEATING INC	231285	02/07/2023	01/31/2023			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLNG: SR CENTER (2)		P1119682	01/11/2023			302.50
001	RJ YOUNG COMPANY LLC	231286	02/07/2023	01/31/2023			75.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150: BASE FEE		INV6118727	01/09/2023			38.00
	001-100-699	RICOH IM C2500: BASE FEE		INV6118727	01/09/2023			37.55
001	POWELL CONSTRUCTION SERVICES INC	231287	02/07/2023	01/31/2023			5,525.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	EPAC(2): GV/WGATE; GV/DOLPHIN		4057	01/27/2023			3,150.00
	001-201-698	LABOR INC NEW LOOP @ GV/GHS		4057	01/27/2023			2,375.00
001	WASTE OIL COLLECTORS INC	231288	02/07/2023	01/31/2023			210.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	STOP CHG: DRUM P-UP/DELIVERY		0026508	01/31/2023			80.00
	001-205-698	DRUM DISPOSAL: OIL FILTERS		0026508	01/31/2023			50.00
	001-205-698	STOP CHG: DRUM P-UP/DELIVERY		0026508	01/31/2023			80.00
001	MDH / BOILER SAFETY BRANCH	231289	02/07/2023	01/31/2023			510.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	INSPECTIONS: CITY HALL		23-132176	01/23/2023			150.00
	001-100-635	INSPECTIONS: POLICE STN		23-132176	01/23/2023			150.00
	001-170-635	INSPECTIONS: REC BLDGS		23-132176	01/23/2023			60.00
	001-161-635	INSPECTIONS: CENTRAL STN		23-132176	01/23/2023			60.00
	001-161-635	INSPECTIONS: WEST FIRE STN		23-132177	01/23/2023			90.00

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001	PITTMAN HOWDESHELL PLLC	231291	02/07/2023	01/31/2023			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV:SR MALL PROPERTY		1168	01/31/2023			720.00
001	RJ YOUNG COMPANY LLC	231294	02/07/2023	01/31/2023			915.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6142687	01/24/2023			196.74
	001-100-699	ADMIN FEE		INV6142687	01/24/2023			8.00
	001-100-699	MPC2504EX USAGE:B/W		INV6142687	01/24/2023			31.97
	001-100-699	MPC2504EX USAGE:COLOR		INV6142687	01/24/2023			679.02
001	SINGING RIVER ELECTRIC COOPERATIVE	231295	02/07/2023	01/31/2023			1,240.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		01152023	01/23/2023			979.21
	001-161-631	MARTIN BLUFF FD 58380001		01172023	01/24/2023			196.31
	001-201-629	SIGNAL LIGHTS 17546		01172023	01/24/2023			34.16
	001-092-631	CITY LIMIT SIGN 17546		01172023	01/24/2023			31.14
001	SINGING RIVER ELECTRIC COOPERATIVE	231296	02/07/2023	01/31/2023			129.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		01182023	01/25/2023			76.29
	001-170-631	FITNESS TRAIL 109268001		01182023	01/25/2023			28.23
	001-170-631	ROUNDABOUT 102311004		01182023	01/25/2023			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231297	02/07/2023	01/31/2023			863.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		01182023	01/25/2023			37.70
	001-201-633	DOLPHIN ST 94988002		01182023	01/25/2023			57.91
	001-201-633	DOLPHIN ST 94989002		01182023	01/25/2023			25.00
	001-201-633	DOLPHIN ST 94990002		01182023	01/25/2023			666.55
	001-201-633	WM PAYNE 100245001		01182023	01/25/2023			76.12
001	SINGING RIVER ELECTRIC COOPERATIVE	231298	02/07/2023	01/31/2023			2,243.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		01182023	01/25/2023			1,294.88
	001-201-629	SIGNAL LIGHTS 89113001		01182023	01/25/2023			66.96
	001-170-631	CITY PARK RESTRMS 89912001		01182023	01/25/2023			513.10
	001-201-633	STREET LIGHTS 90345002		01182023	01/25/2023			198.04
	001-092-631	RECORDS BLDG 90790001		01182023	01/25/2023			126.10
	001-170-631	FRAZIER RESTRMS 98546001		01182023	01/25/2023			44.16
001	SINGING RIVER ELECTRIC COOPERATIVE	231299	02/07/2023	01/31/2023			658.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT LIGHTS 10137		01192023	01/26/2023			506.72
	001-201-629	SIGNAL LIGHTS 10138		01192023	01/26/2023			123.11
	001-170-631	BACOT 114484001		01192023	01/26/2023			29.16

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001	SINGING RIVER ELECTRIC COOPERATIVE	231300	02/07/2023	01/31/2023			251.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		01192023	01/26/2023			176.81
	001-170-631	BACOT SPLASH PAD 103751001		01192023	01/26/2023			27.40
	001-170-631	BACOT UPGRADES 113730001		01192023	01/26/2023			47.28
001	SINGING RIVER ELECTRIC COOPERATIVE	231301	02/07/2023	01/31/2023			10,030.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		01182023	01/25/2023			6,901.42
	001-201-629	SIGNAL LIGHTS 10054		01182023	01/25/2023			756.69
	001-092-631	CITY HALL 10054		01182023	01/25/2023			1,293.74
	001-170-631	FRAZIER PARK 10054		01182023	01/25/2023			58.33
	001-170-631	SENIOR BLDG 10054		01182023	01/25/2023			270.84
	001-161-631	CENTRAL FD 10054		01182023	01/25/2023			314.56
	001-170-631	CITY PARK 10054		01182023	01/25/2023			143.11
	001-092-631	PUBLIC WORKS 10054		01182023	01/25/2023			253.19
	001-092-631	HWY 90 SIGN 10054		01182023	01/25/2023			38.65
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	231307	02/07/2023	01/31/2023			275.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MX-M654N SERV AGRMNT (6MO)		430519	01/31/2023			275.00
001	SEYMOUR ENGINEERING PLLC	231311	02/07/2023	01/31/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	DESIGN: W&S MALL PROP		8662	01/30/2023			7,500.00
001	LOWES HOME CENTERS INC	231318	02/07/2023	01/31/2023			1,839.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	CM WHLD LOCKABLE TOOLBOX (5)		915513	12/27/2022			332.40
	001-205-559	SANDING DISC; SPLICE CONN		901279	12/28/2022			20.11
	001-170-559	CM 200Z RIP CLAW HAMMER		901006	12/28/2022			17.45
	001-170-559	KB 15" PRY BAR		901006	12/28/2022			11.39
	001-170-559	BL PENCIL(4); SHUTOFF VALVE		901006	12/28/2022			5.87
	001-161-559	SHOWER ROD & CURTAIN: CFD		901163	12/28/2022			78.84
	001-170-577	KRYLON SPRY PAINT BK (2)		901562	12/29/2022			17.06
	001-170-577	CONDUIT, FITTINGS: REPR LIGHTS		901809	12/30/2022			28.11
	001-161-559	8PK ENERGIZER C (4)		910763	12/31/2022			58.80
	001-170-634	5 STEP OD STAIRS: FRASIER		901631	01/03/2023			56.94
	001-170-634	2-6-8 TRTD #2 (2): FRASIER		901631	01/03/2023			14.40
	001-161-638	BOLTS MULT SIZES (64): E2		901305	01/05/2023			26.76
	001-161-559	18" CHAIN; WD40; CAR WASH		901398	01/09/2023			39.85
	001-170-559	SUPPLIES: SIGN REPAIRS		901440	01/09/2023			77.35
	001-170-634	5/8-6-8' FENCE PICKET (35)		902815	01/09/2023			132.30
	001-161-635	INSTALL NEW LIGHTS: FD BAYS		901247	01/11/2023			94.75
	001-170-559	CM 6GAL AIR COMPRESSOR		901507	01/12/2023			122.55
	001-170-639	KB 3/8" HOSE REPR KIT		901351	01/12/2023			5.69
	001-161-635	INSTALL NEW LIGHTS: FD BAYS		901479	01/12/2023			7.10
	001-161-559	32PK NIAGARA WATER (60)		901374	01/12/2023			303.80
	001-205-560	NDS DRAINAGE GATE: CITY HALL		902362	01/13/2023			3.12
	001-205-559	24PK 42GAL CONTRACTOR BAGS		902362	01/13/2023			19.84

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001	LOWES HOME CENTERS INC	231318	02/07/2023	01/31/2023			1,839.61	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	INSTALL NEW LIGHTS: FD BAYS	901893	01/17/2023			170.11	
	001-170-559	LATH SCREWS 1"; 1.25" (75 EA)	901318	01/18/2023			13.27	
	001-170-639	CM 25' RBR HOSE: AIR COMPRSR	901287	01/18/2023			6.15	
	001-170-639	KB CPLR/PLUB KIT: AIR COMPRSR	901287	01/18/2023			16.61	
	001-170-639	KB INFLATOR GUN: AIR COMPRSR	901287	01/18/2023			21.83	
	001-090-559	6 OUTLET PWR STRIP; LOCTITE	902522	01/19/2023			13.30	
	001-205-559	KB INSULATED SCREWDRIVER	902392	01/19/2023			15.19	
	001-092-510	COTTOM DUST FLOOR MOP	902611	01/20/2023			23.74	
	001-170-639	KB 1/4" MALE CPLG	902004	01/23/2023			3.79	
	001-205-560	KRYLON TXT SPRAY PNT BLK (3)	901206	01/24/2023			25.59	
	001-161-559	4'X6' NYLON AMERICAN FLAG	901361	01/24/2023			33.24	
	001-092-635	UT 1200L LED DWNLT	901460	01/24/2023			22.31	
001	SPORTS CONDUCTOR LLC DBA JARVIS	231326	02/07/2023	01/31/2023			126.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-503	2023 BASEBALL/SOFTBALL (32)	6240	02/01/2023			126.40	
001	ALABAMA MEDIA GROUP	231328	02/07/2023	02/02/2023			35.16	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE: GPC 23-03- CU	0010554152	01/18/2023	230425		17.88	
	001-090-615	PUBLIC NOTICE: GPC 23-02-CU	0010554156	01/18/2023	230425		17.28	
001	MS MUNICIPAL LEAGUE	231329	02/07/2023	02/02/2023			650.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-509	2023 MML YOUTH SUMMIT (13)	35927	01/30/2023	230464		650.00	
001	CAN'T MISS EMBROIDERY	231330	02/07/2023	02/02/2023			174.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-559	EMBRDR COG LOGO (19)	27724	01/12/2023	230414		114.00	
	001-010-535	EMBRDR COG LOGO (10)	27724	01/12/2023	230414		60.00	
001	REYNOLDS WHOLESALE CO	231331	02/07/2023	02/02/2023			236.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-510	CS BMF TOWELS (4)	73678	01/20/2023	230437		99.80	
	001-161-510	CS/96 TISSUE ROLLS	73678	01/20/2023	230437		56.75	
	001-161-510	CS/3 PINE SOL 144OZ	73678	01/20/2023	230437		39.75	
	001-161-510	CS/6 BLEACH 1GAL	73678	01/20/2023	230437		21.95	
	001-161-510	CS/12 COMET POWDER	73678	01/20/2023	230437		18.59	
001	MID SOUTH UNIFORM & SUPPLY INC	231333	02/07/2023	02/02/2023			1,545.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	HANDCUFF CASE MOLLE (10)	635659	01/09/2023	230301		299.50	
	001-100-535	SENTRY LS SHIRT WHT	635659	01/09/2023	230301		59.36	
	001-100-535	SEW ON PATCHES (2)	635659	01/09/2023	230301		2.00	
	001-100-535	DRESS COAT BLUE 44R	636105	01/23/2023	221396		267.27	
	001-100-535	DRESS COAT BLUE 50R	636105	01/23/2023	221396		267.27	
	001-100-535	DRESS COAT BLUE 52L	636105	01/23/2023	221396		267.27	
	001-100-535	DRESS COAT BLUE 48L	636105	01/23/2023	221396		267.27	
	001-100-535	SEW ON PATCHES (8)	636105	01/23/2023	221396		8.00	
	001-100-535	CAP FRAME OPEN CANE SZ 7	636105	01/23/2023	221396		76.36	
	001-100-535	CAP COVER ROUND NAVY	636105	01/23/2023	221396		30.91	

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001	MS FIRE ACADEMY	231334	02/07/2023	02/02/2023			1,390.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FI 1041-I-II: SHEPPARD, B	29920	01/13/2023	220781		600.00	
	001-161-681	FO 1021-I-11: HANCOCK, M	29925	01/13/2023	220926		615.00	
	001-161-681	FO 1021-II ONLINE: HOLLAND, J	29906	01/12/2023	230403		175.00	
001	SUNBELT FIRE INC	231335	02/07/2023	02/02/2023			70.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	LETTER PATCH	337964	01/20/2023	230293		60.00	
	001-161-535	SHIPPING	337964	01/20/2023	230293		10.00	
001	CUSTOM PRODUCTS CORPORATION	231337	02/07/2023	02/02/2023			1,402.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	ALL WAY WORD PLAQUE (12)	385013	01/27/2023	230436		98.16	
	001-201-565	30X30 STOP SIGN (10)	385013	01/27/2023	230436		467.80	
	001-201-565	STREET SIGN (18)	385013	01/27/2023	230436		607.14	
	001-201-565	24X24 NO OUTLET SIGN (4)	385013	01/27/2023	230436		133.00	
	001-201-565	FREIGHT	385013	01/27/2023	230436		96.54	
001	RAY ALLEN MANUFACTURING LLC	231339	02/07/2023	02/02/2023			596.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	COBRA ID COLLAR (2)	RINV289709	01/19/2023	230421		149.98	
	001-100-514	PVC POLICE K-9 PATCH (2)	RINV289709	01/19/2023	230421		19.98	
	001-100-514	SYNTEK TUG 16X3 2 HANDLE (4)	RINV289709	01/19/2023	230421		99.96	
	001-100-514	KONG BLUE XL (2)	RINV289709	01/19/2023	230421		39.98	
	001-100-514	BLACK BUNGEE LEASH 1X6-9	RINV289709	01/19/2023	230421		42.99	
	001-100-514	NARC BAGS LG DUCK CLOTH 6/ST	RINV289709	01/19/2023	230421		47.99	
	001-100-514	3/4 BLAST HOSE 10' LONG (4)	RINV289709	01/19/2023	230421		63.96	
	001-100-514	KINETIC DUTY HARNESS	RINV289709	01/19/2023	230421		104.99	
	001-100-514	KENNEL BOWL 20-OZ (2)	RINV289709	01/19/2023	230421		19.98	
	001-100-514	SHIPPING	RINV289709	01/19/2023	230421		6.99	
001	SOUTHERN BARKS INC	231340	02/07/2023	02/02/2023			1,640.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	80 YDS WOODFIBER MULCH	1524	01/28/2023	230422		1,470.00	
	001-170-634	FUEL AND FREIGHT	1524	01/28/2023	230422		170.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	231343	02/07/2023	02/02/2023			869.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-500	PRESSBRD LEGAL FOLDER 10/BX	3527878410	01/14/2023	230419		50.89	
	001-040-500	PLSTC BINDING SPINE 25/PK	3527878410	01/14/2023	230419		9.29	
	001-040-500	STICKY NOTE 3X3 18/PK	3527878410	01/14/2023	230419		12.01	
	001-040-500	CS 8.5X11 PAPER (10)	3527878410	01/14/2023	230419		444.90	
	001-040-500	BRO TN770 BK EXTRA HY TONER	3527878410	01/14/2023	230419		121.49	
	001-090-500	AVERY INKJET LABEL 750/PK	3528139893	01/19/2023	230426		18.31	
	001-090-500	LEGAL FOLDER MANILLA 100/BX	3528139893	01/19/2023	230426		15.76	
	001-090-500	LEGAL FOLDER GREEN 100/BX	3528139893	01/19/2023	230426		26.36	
	001-090-500	EXPO DRY ERASE MARKER 4/PK	3528139893	01/19/2023	230426		10.09	
	001-090-500	BIC RETRACT MARKER BK 12/PK	3528139893	01/19/2023	230426		11.09	
	001-090-500	BUS CARD MATTE 250/PK (2)	3528139893	01/19/2023	230426		37.98	

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	231343	02/07/2023	02/02/2023			869.60	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	LEGAL FOLDER BLUE 100/BX		3528139893	01/19/2023	230426		27.47
	001-090-500	ASRT MINI BINDER CLIP 60/PK		3528139893	01/19/2023	230426		6.06
	001-090-500	AVERY 5160 LABEL 3000/BX		3528139893	01/19/2023	230426		29.69
	001-090-500	HLAND TRANSPARENT TAPE (3)		3528139893	01/19/2023	230426		4.47
	001-090-500	EXPO STARTER SET KIT		3528139893	01/19/2023	230426		9.59
	001-090-500	POST-IT SIGN HERE TAB 120/PK		3528139893	01/19/2023	230426		4.88
	001-090-500	BIC PREVAGUARD PEN BK 12/PK		3528139893	01/19/2023	230426		2.90
	001-090-500	SCOTCH PACKING TAPE 6/PK		3528139893	01/19/2023	230426		14.98
	001-090-500	POP-NOTE 3X3 ASRT 12/PK		3528139893	01/19/2023	230426		11.39
001	CITY ELECTRIC SUPPLY CO	231345	02/07/2023	02/02/2023			78.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	120V SPST .5" CONDUIT MNT(3)		PAS/085346	01/19/2023	230433		78.45
001	THE GULF COMPANIES INC	231349	02/07/2023	02/02/2023			306.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL TRASH BAG 100/CS (10)		0941773-IN	01/11/2023	230376		300.00
	001-201-559	FUEL CHARGE		0941773-IN	01/11/2023	230376		6.00
001	MS GULF COAST COMMUNITY COLLEGE	231350	02/07/2023	02/02/2023			398.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	INSTR DEVELOPMNT: HUNTER, J		22-105	12/16/2023	230306		199.00
	001-100-681	INSTR DEVELOPMNT: ETHERIDGE, D		22-105	12/16/2023	230306		199.00
001	A-1 TREE SERVICE INC	231351	02/07/2023	02/02/2023			4,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	REMOV PINE TREE (3): BACOT PK		01172023	01/17/2023	230395		4,200.00
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	231352	02/07/2023	02/02/2023			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BEHIND-BADGE CRS: WEBB, T		10176	01/20/2023	230446		300.00
001	INTAPOL INDUSTRIES INC	231353	02/07/2023	02/02/2023			1,202.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	STL TOE BOOT 11DE: SHIPMAN		31594	01/09/2023	230347		319.99
	001-100-535	STL TOE BOOT 9DE: WILLIAMS		31594	01/09/2023	230347		319.99
	001-100-535	SHIPPING		31594	01/09/2023	230347		34.99
	001-100-535	MTRCYCLE BREECHES(2): WILLIAMS		31595	01/09/2023	230346		249.98
	001-100-535	MTRCYCLE BREECHES(2): SHIPMAN		31595	01/09/2023	230346		249.98
	001-100-535	SHIPPING		31595	01/09/2023	230346		27.99
001	E AND J TIRE LLC	231355	02/07/2023	02/02/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	TIRE PATCH: REC VAN		3276	01/11/2023	230406		35.00
001	AMAZON CAPITAL SERVICE	231357	02/07/2023	02/02/2023			4,881.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	BOREScope INSPECT CAMERA		1C3KFRWWLH	01/22/2023	230429		49.99
	001-090-559	RED LASER POINTER		1C3KFRWWLH	01/22/2023	230429		16.99
	001-090-559	8.5X11 DOCUMENT FRAME 5/PK		1C3KFRWWLH	01/22/2023	230429		24.59
	001-090-500	SHARPIE MAGNM RED MARKR 4/PK		1C3KFRWWLH	01/22/2023	230429		8.72

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001	AMAZON CAPITAL SERVICE	231357	02/07/2023	02/02/2023			4,881.78	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	JUMBO PERMANENT MARKER 4/PK	1C3KFRWWLH	01/22/2023	230429		7.94	
	001-090-500	PRINTABLE PLASTIC TAB 96/PK	1C3KFRWWLH	01/22/2023	230429		18.94	
	001-090-500	4X6 LINED STKY NOTE 4/PK	1C3KFRWWLH	01/22/2023	230429		8.99	
	001-090-500	PENDAFLEX PLSTC SORT-ALL	1C3KFRWWLH	01/22/2023	230429		30.21	
	001-090-500	CR RTN: SHARPIE RD MRKR 4/PK	17HJQJV4V	01/30/2023	230429		-8.72	
	001-100-559	ETEK CITY FOOD SCALE DIGTAL	1LLKP4FXLQ	01/01/2023	230348		18.79	
	001-100-559	MENTHOL 100BX NOSE PLUG (2)	1LLKP4FXLQ	01/01/2023	230348		199.98	
	001-100-559	TAMPR GUARD EVIDENCE TAPE (4)	1LLKP4FXLQ	01/01/2023	230348		155.96	
	001-100-559	6X9 100PK CLASP ENVELOPE (4)	1LLKP4FXLQ	01/01/2023	230348		74.44	
	001-100-559	EVIDENCE BAG LG 100PK (2)	1LLKP4FXLQ	01/01/2023	230348		110.00	
	001-100-559	EVIDENCE BAG MD 100PK (4)	1LLKP4FXLQ	01/01/2023	230348		160.00	
	001-100-559	EVIDENCE BAG 9X5X3 50PK (6)	1LLKP4FXLQ	01/01/2023	230348		131.94	
	001-100-559	EVID&CHAIN-POSSN TAG 100PK(2)	1LLKP4FXLQ	01/01/2023	230348		60.88	
	001-100-559	14" BLK ZIP TIE 100PK (4)	1LLKP4FXLQ	01/01/2023	230348		49.64	
	001-100-559	100BX BK NITRILE GLOVE LG(6)	1LLKP4FXLQ	01/01/2023	230348		89.88	
	001-100-559	EVIDENCE BAG LG 100PK (2)	19GKPP3KQ9	01/13/2023	230348		110.00	
	001-100-559	6" COTTON-TIP APPL 100PK(4)	1TNTVMHY7K	01/13/2023	230348		238.36	
	001-170-513	DR SEUSS THE LORAX DVD	1GX3MMXX14	01/23/2023	230428		5.00	
	001-170-513	DC LEAGUE OF SUPER-PETS DVD	1GX3MMXX14	01/23/2023	230428		14.96	
	001-170-512	AMERICAN GRAFFITI DVD	1GX3MMXX14	01/23/2023	230428		5.99	
	001-170-513	TOP GUN MAVERICK DVD	1GX3MMXX14	01/23/2023	230428		17.49	
	001-170-513	MR TROOP MOM DVD	1GX3MMXX14	01/23/2023	230428		8.99	
	001-170-513	RUMBLE DVD	1GX3MMXX14	01/23/2023	230428		10.49	
	001-161-799	TWIN XL 12" MF MATTRESS (14)	1G7FKJMF1L	01/24/2023	230448		3,157.00	
	001-100-500	PHONE CORD DETANGLER 2PK	1V6HXX7QLL	01/27/2023	230457		25.57	
	001-100-500	SW FSC LINEN PAPER 500PK	1V6HXX7QLL	01/27/2023	230457		30.91	
	001-100-500	#10 MEAD SEC ENVELOPE 500/PK	1V6HXX7QLL	01/27/2023	230457		25.87	
	001-100-559	3X5 STATE-MS MAGNOLIA FLAG	1V6HXX7QLL	01/27/2023	230457		21.99	
001	GALLS LLC	231358	02/07/2023	02/02/2023			39.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	DMS HANDCUFF CASE	023246900	01/16/2023	230351		36.26	
	001-100-535	SHIPPING	023246900	01/16/2023	230351		3.37	
001	ECONOMY BOOTS SALES & SERVICE	231360	02/07/2023	02/02/2023			130.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	REPR BUNKER BOOT SOLE	192945	11/14/2022	230089		30.00	
	001-100-559	SWAT BOOTS: ZELAYA,A	192944	11/29/2022	221121		100.00	
001	PERKINS TIRE & POLARIS	231361	02/07/2023	02/02/2023			626.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	GY WRG WORKHORSE HT(4): U#32	56245	01/10/2023	230407		531.08	
	001-100-638	INSTALLATION FEE: U#32	56245	01/10/2023	230407		95.80	
001	AUDIOWAVE INC	231362	02/07/2023	02/02/2023			1,995.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-698	LABOR INSTL EQUIP: U #13074	A 56091	01/16/2023	230345		1,835.00	
	001-100-698	SHOP SUPPLIES	A 56091	01/16/2023	230345		160.00	
FUND TOTAL	1 Claims	to	Checks	73 Total	90,101.15 Manual	Held	Total	90,101.15

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002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	231310	02/07/2023	01/31/2023			7,500.00	
		Description		Invoice #	Date	P.O.	Amount	
		ENG DESIGN/BIDDING 100%		8661	01/30/2023		7,500.00	
FUND TOTAL	2 Claims to	Checks	1 Total	7,500.00	Manual	Held	Total	7,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	231292	02/07/2023	01/31/2023			30,991.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-763	CONST ENG & INS: #17		1168601	01/17/2023			30,991.01
FUND TOTAL 130 Claims	to	Checks	1 Total	30,991.01	Manual		Held	Total 30,991.01

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	231363	02/07/2023	02/02/2023			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	LED HEADLAMP HARLEY: #9665		A 56156	01/16/2023	230394	90.00	
	156-100-799	LED HEADLAMP HARLEY: #0955		A 56156	01/16/2023	230394	90.00	
	156-100-799	HDLAMP RETAINING RING: #9665		A 56156	01/16/2023	230394	30.00	
	156-100-799	HDLAMP RETAINING RING: #0955		A 56156	01/16/2023	230394	30.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	240.00 Manual		Held	Total	240.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	SAVANT LEARNING SYSTEMS	231283	02/07/2023	01/31/2023			2,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	TMS ACCESS/FULL CATALOG (60)		VA9542	01/06/2023			2,100.00
FUND TOTAL 157 Claims	to	Checks	1 Total	2,100.00	Manual	Held	Total	2,100.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	LOWES HOME CENTERS INC	231323	02/07/2023	01/31/2023			2,327.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		990524	12/19/2022			1,701.06
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		902890	01/09/2023			346.53
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		902891	01/09/2023			37.04
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		919375	01/10/2023			93.10
	160-161-702	HARDWARE: AIR COMP INSTALL		919433	01/11/2023			7.69
	160-161-702	HARDWARE: AIR COMP INSTALL		901136	01/11/2023			12.96
	160-161-702	HARDWARE: AIR COMP INSTALL		901912	01/17/2023			7.07
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		901156	01/17/2023			12.98
	160-161-702	PARTS-HWARE: AIR COMP INSTALL		902391	01/19/2023			109.29
FUND TOTAL 160 Claims	to	Checks	1 Total	2,327.72	Manual	Held	Total	2,327.72

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GULF COAST FENCE COMPANY INC	231336	02/07/2023	02/02/2023			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INST 75' CTD CHAIN LINK FENCE		37047	01/20/2023	230325		1,500.00
171	TYLER RIDGDELL	231359	02/07/2023	02/02/2023			22,100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INDIA BRIDGE RECONSTRUCTION		23013101	01/31/2023	230447		7,700.00
	171-176-779	BUILD NEW BICYCLE BOARDWALK		23013101	01/31/2023	230447		3,600.00
	171-176-779	NEW BRIDGE CONSTRUCTION		23013101	01/31/2023	230447		10,800.00
FUND TOTAL 171 Claims	to	Checks	2 Total	23,600.00	Manual	Held	Total	23,600.00

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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	231150	02/07/2023	01/23/2023			32,650.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JAN 2023	01/23/2023			32,650.73
FUND TOTAL 172 Claims	to	Checks	1 Total	32,650.73	Manual	Held	Total	32,650.73

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	231246	02/07/2023	01/30/2023			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE JAN 2023	3943	01/15/2023			36.50	
	176-170-699	SHOPPING CART	3943	01/15/2023			268.50	
	176-170-699	WEB SITE MAINT 12/15-1/14/23	3943	01/15/2023			350.00	
176	SPARKLIGHT	231252	02/07/2023	01/30/2023			127.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	FEB 2023: SSP#136075116	01232023	01/23/2023			127.95	
176	SPARKLIGHT	231253	02/07/2023	01/30/2023			256.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	FEB 2023: SSP INET#132698937	01202023	01/20/2023			256.89	
176	AT&T	231257	02/07/2023	01/30/2023			667.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MTHLY SERVICE 2 LINES	01142023	01/14/2023			667.64	
176	C SPIRE WIRELESS	231267	02/07/2023	01/30/2023			51.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	CELL PHONE	0030759348	12/31/2023			51.80	
176	SINGING RIVER ELECTRIC COOPERATIVE	231302	02/07/2023	01/31/2023			3,082.56	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	01192023	01/26/2023			2,628.02	
	176-170-631	HOUSE 76855002	01192023	01/26/2023			50.12	
	176-170-631	SSP WELCOME CENTER 108928002	01192023	01/26/2023			379.42	
	176-170-631	DUMP STATION 109931001	01192023	01/26/2023			25.00	
176	LOWES HOME CENTERS INC	231324	02/07/2023	01/31/2023			161.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-510	MOP; BROOM; 35QT WRGR BUCKET	901698	01/06/2023			92.57	
	176-170-586	QPR 50 LB ASPHALT	902303	01/13/2023			15.47	
	176-170-586	8' LANDSCAPE TIMBER (8)	901298	01/18/2023			24.96	
	176-170-586	2-4-8 TRTD #2 (4):TRL BLOCKADE	901298	01/18/2023			17.76	
	176-170-586	2-6-10 TRTD #2: BOAT LAUNCH	901173	01/23/2023			10.25	
176	CUPIT SIGNS OF MISSISSIPPI INC	231346	02/07/2023	02/02/2023			85.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	DO NOT ENTER/TRAIL ENDS (2)	35167 B	01/19/2023	230430		85.98	
176	MOBILE BAY FIREWOOD	231356	02/07/2023	02/02/2023			1,023.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	FIREWOOD BUNDLE 65/PALLET(3)	3151	01/18/2023	230400		1,023.75	
FUND TOTAL 176 Claims to		Checks	9 Total	6,112.58 Manual		Held	Total	6,112.58

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177	SEYMOUR ENGINEERING PLLC Account Number 177-176-762	231309	02/07/2023	01/31/2023			9,600.00	
		Description		Invoice #	Date	P.O.	Amount	
		TOPOGRAPHIC SURVEY 50%		8660	01/30/2023			9,600.00
FUND TOTAL 177 Claims	to	Checks	1 Total	9,600.00	Manual	Held	Total	9,600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	THE PEOPLES BANK	231147	02/07/2023	01/20/2023			226,115.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	254-680-817	MAR 2023 INT: MPI GO BND 3310		MSDVBK19G	12/20/2022		71,115.63	
	254-680-816	MAR 2023 PRN: MPI GO BND 3310		MSDVBK19G	12/20/2022		155,000.00	
FUND TOTAL 254 Claims	to	Checks	1 Total	226,115.63	Manual	Held	Total	226,115.63

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	231308	02/07/2023	01/31/2023			36,387.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-763	TO #6: AMPHITHEATER		8659	01/30/2023		118,050.00	
	304-510-763	APPLY CREDIT: TO #3		8659	01/30/2023		-81,662.28	
FUND TOTAL 304 Claims	to	Checks	1 Total	36,387.72	Manual		Held	Total 36,387.72

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	231293	02/07/2023	01/31/2023			7,165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		40265	12/30/2022			7,165.00
FUND TOTAL 355 Claims	to	Checks	1 Total	7,165.00	Manual	Held	Total	7,165.00

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	231148	02/07/2023	01/20/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		01092023	01/09/2023		7,877.45	
	400-680-822	ST LNS #4 90/57 WTR		01092023	01/09/2023		10,948.67	
	400-680-822	ST LNS #4 90/57 SWR		01092023	01/09/2023		9,019.22	
	400-680-823	ST LNS #5 ALLEN RD		01092023	01/09/2023		2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR		01092023	01/09/2023		3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR		01092023	01/09/2023		9,665.99	
400	COG DEPOSITORY ACCOUNT	231149	02/07/2023	01/20/2023			134,620.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	DEC 2022 GARBAGE PMTS		12312022	12/31/2022		134,620.91	
400	JACKSON COUNTY UTILITY AUTHORITY	231227	02/07/2023	01/26/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	FEB 2023 TREATMENT CHGS		2038	02/01/2023		238,372.00	
400	2018-2019 BOND DEBT SERVICE FUND	231238	02/07/2023	01/26/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2023: 2018 BOND DS		02012023	02/01/2023		24,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	231239	02/07/2023	01/26/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2023: 2019 BOND DS		02012023	02/01/2023		32,000.00	
400	REGIONS BANK CORPORATE TRUST	231240	02/07/2023	01/27/2023			750.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2020 COMB UTY BOND FEE		105130	12/01/2022		750.00	
400	ANSER	231247	02/07/2023	01/30/2023			607.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:1/18-2/14/23		277-011823	01/18/2023		500.00	
	400-650-698	HOLIDAY CHARGES		277-011823	01/18/2023		12.00	
	400-650-698	533 AGENT MTS:12/21/22-1/17/23		277-011823	01/18/2023		95.70	
400	SPARKLIGHT	231254	02/07/2023	01/30/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2023: UTILITY#107663106		01232023	01/23/2023		106.55	
400	AT&T	231258	02/07/2023	01/30/2023			171.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	01/14/2023		171.96	
400	AT&T	231259	02/07/2023	01/30/2023			65.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	01/06/2023		65.81	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	231264	02/07/2023	01/30/2023			269.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSII100-01 RENTAL FEE		INV6129702	01/17/2023			166.49
	400-650-698	IM C4500 USAGE: COLOR		INV6129702	01/17/2023			77.35
	400-650-698	IM C4500 USAGE: B/W		INV6129702	01/17/2023			25.52
400	C SPIRE WIRELESS	231268	02/07/2023	01/30/2023			47.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	12/31/2023			47.59
400	FUELMAN	231276	02/07/2023	01/30/2023			176.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63659534	01/16/2023			176.83
400	FUELMAN	231278	02/07/2023	01/30/2023			182.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63684638	01/23/2023			182.17
400	FUELMAN	231280	02/07/2023	01/30/2023			260.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63713258	01/30/2023			260.50
400	MDH / BOILER SAFETY BRANCH	231290	02/07/2023	01/31/2023			90.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	INSPECTIONS: UTY BUILDINGS		23-132176	01/23/2023			90.00
400	SINGING RIVER ELECTRIC COOPERATIVE	231303	02/07/2023	01/31/2023			6,033.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		01172023	01/24/2023			76.19
	400-651-631	LIFT STNS 89702001		01172023	01/24/2023			25.00
	400-651-631	LIFT STNS 17881		01172023	01/24/2023			2,693.62
	400-651-631	WATER WELLS 17881		01172023	01/24/2023			3,238.46
400	SINGING RIVER ELECTRIC COOPERATIVE	231304	02/07/2023	01/31/2023			2,507.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		01152023	01/23/2023			26.36
	400-651-631	LIFT STATIONS 20649		01152023	01/23/2023			1,203.02
	400-651-631	LIFT STATIONS 28779		01152023	01/23/2023			103.23
	400-651-631	SCHOONER WELL 20688		01122023	01/19/2023			929.95
	400-651-631	LIFT STATIONS 20688		01122023	01/19/2023			244.75
400	SINGING RIVER ELECTRIC COOPERATIVE	231305	02/07/2023	01/31/2023			4,073.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		01192023	01/26/2023			240.89
	400-651-631	LIFT STNS 17883		01192023	01/26/2023			2,253.45
	400-651-631	LIFT STNS 17884		01192023	01/26/2023			991.61
	400-651-631	LIFT STN 114260001		01192023	01/26/2023			587.52

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	231306	02/07/2023	01/31/2023			10,273.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		01182023	01/25/2023		45.00	
	400-651-631	LIFT STATIONS 17882		01182023	01/25/2023		2,502.01	
	400-651-631	WATER WELLS 17882		01182023	01/25/2023		3,626.10	
	400-651-631	CITY HALL SOUTH 17882		01182023	01/25/2023		2,641.94	
	400-651-631	CITY HALL WELL 114046001		01182023	01/25/2023		1,458.51	
400	SEYMOUR ENGINEERING PLLC	231312	02/07/2023	01/31/2023			3,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	PRELIM: CCTV SS LINES		8663	01/30/2023		3,800.00	
400	LOWES HOME CENTERS INC	231325	02/07/2023	01/31/2023			620.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	80LB CNCRETE(7):CW WEBB BASIN		901033	12/28/2022		35.07	
	400-650-635	HARDWARE: BACK DOOR REPR		919443	12/28/2022		1.32	
	400-651-683	80LB CNCRETE(6):CW WEBB BASIN		901597	12/29/2022		30.06	
	400-651-582	PARTS: WTR TRMT PLANT REPRS		919026	01/06/2023		101.24	
	400-650-559	WD40 8OZ (6)		901892	01/10/2023		36.90	
	400-650-559	6" SLOTHHEAD SCREWDRIVER		901413	01/12/2023		2.79	
	400-651-683	QK 20LB HYD WTR (4): AVENIDO		902282	01/18/2023		77.80	
	400-651-683	60LB MORTAR MIX (6): SEACLIFFE		902399	01/19/2023		40.32	
	400-651-683	4-8-16 LW BLOCK(15): SEACLIFFE		902399	01/19/2023		28.20	
	400-651-683	80LB CONCRETE (5): SEACLIFFE		902399	01/19/2023		25.60	
	400-651-583	6' FENCE POST(4): CAMINO GRD		919989	01/19/2023		81.60	
	400-651-683	STD RED BRICK(30): SEACLIFFE		902414	01/19/2023		25.50	
	400-651-683	80LB CONCRETE(6): SEACLIFFE		902414	01/19/2023		30.78	
	400-650-559	KB 32.5" DRAIN SPADE		918614	01/23/2023		37.99	
	400-651-683	6' TERM FENCE POST:CAMINO GRD		901927	01/23/2023		28.01	
	400-651-683	DC RAIL END BLK(2):CAMINO GRD		901927	01/23/2023		6.60	
	400-651-683	80LB CONCRETE(4): CAMINO GRD		901927	01/23/2023		20.44	
	400-651-683	2-6-12 TRTD #2: LAMOTTE		901300	01/24/2023		10.15	
400	ACTION PRINTING CENTER INC	231332	02/07/2023	02/02/2023			214.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	WATER/SEWER APPLICATIONS (750)		104415	01/13/2023	230390	214.77	
400	SOUTHERN PIPE & SUPPLY CO INC	231338	02/07/2023	02/02/2023			4,280.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2" IPS COMPMIP CPLG (12)		6830993-01	01/04/2023	221000	2,041.68	
	400-651-683	2 CTS PJ X MIP CPLG (3)		6900000-01	01/04/2023	221082	294.39	
	400-651-581	3/4 VALVE MTR NUT (12)		6900064-00	01/12/2023	221069	945.96	
	400-651-581	4X2 BRASS SADDLE C900 PVC(5)		6999909-02	01/12/2023	221168	548.55	
	400-651-581	BLUE MRKG FLAG 100/PK (10)		7562107-00	01/13/2023	230410	166.30	
	400-651-583	GREEN MRKG FLAG 100/PK (10)		7562107-00	01/13/2023	230410	166.30	
	400-650-559	UHAG3672CK HAND PUMP (2)		7590359-00	01/20/2023	230424	117.58	

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	231341	02/07/2023	02/02/2023			14,279.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	INSPECT/REBUILD: ENARC LS		0123831	01/26/2023	230413	2,310.00	
	400-651-584	MACHINE WORK: ENARC LS		0123831	01/26/2023	230413	425.00	
	400-651-584	INSPECT/REBUILD: OST TRESTLE		0123830	01/26/2023	230417	2,610.00	
	400-651-584	MACHINE WORK: OST TRESTLE		0123830	01/26/2023	230417	565.00	
	400-651-584	INSPECT/REBUILD: GARDEN LN		0123834	01/26/2023	230416	2,210.00	
	400-651-584	REPR 1.5 HP PUMP: HOYT LS		0123770	01/23/2023	230411	865.00	
	400-651-584	CPG3022 CHAMPION 3HP: FLS-1		0123769	01/23/2023	230404	4,684.00	
	400-651-584	INST NEW SO CORD: HOYT LS		0123768	01/23/2023	230415	610.00	
400	PRO-LOCK LOCKSMITH SERVICE LLC	231342	02/07/2023	02/02/2023			645.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	MASTER #1 PADLOCK(20): WELLS		5118232	01/18/2023	230333	270.00	
	400-651-584	MASTER #3 PADLOCK(30): LSTNS		5118232	01/18/2023	230333	375.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 231344	02/07/2023	02/02/2023			605.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	HP 206X BK HY TONER		3527878412	01/14/2023	230418	104.89	
	400-650-500	HP 206A CY SY TONER		3528053994	01/18/2023	230418	62.49	
	400-650-500	HP 206A YL SY TONER		3528053995	01/18/2023	230418	62.49	
	400-650-500	HP 206A MG SY TONER		3528053996	01/18/2023	230418	62.49	
	400-650-500	POS PAPER ROLLS 50/CT		3528394558	01/21/2023	230441	131.69	
	400-650-500	#64 RUBBER BAND 95/PK		3528394558	01/21/2023	230441	1.48	
	400-650-500	LARGE BINDER CLIP 12/PK		3528394558	01/21/2023	230441	2.03	
	400-650-500	CS 8.5X11 PAPER (4)		3528394558	01/21/2023	230441	177.96	
400	CUPIT SIGNS OF MISSISSIPPI INC	231347	02/07/2023	02/02/2023			24.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	12" DECAL (2): CITY LOGO		35161 B	01/17/2023	230420	24.00	
400	G & O SUPPLY CO INC	231348	02/07/2023	02/02/2023			420.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	18" SPLIT CPLR(8):1400 FAIRHVN		G15491	01/25/2023	230451	420.88	
400	CORE & MAIN LP	231354	02/07/2023	02/02/2023			3,396.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	6X4 CLAY PVC CPLG (12)		S162737	01/10/2023	230341	192.00	
	400-651-583	18" HYMAX CPLG (2)		S101009	01/10/2023	230319	3,204.08	
400	J H WRIGHT & ASSOCIATES INC	231364	02/07/2023	02/02/2023			1,595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	NEMA STARTER SZ3 (2): LS43		449016	01/24/2023	230054	1,450.00	
	400-651-584	MISSION PW429 TRANSFORMER(4)		449013	01/24/2023	230375	120.00	
	400-651-584	SHIPPING		449013	01/24/2023	230375	25.00	
FUND TOTAL 400 Claims		to	Checks	31 Total	527,917.48	Manual	Held	Total 527,917.48

Docket of Claims
Release date from 02/07/2023 thru 02/07/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	73 Total	90,101.15 Manual	Held	Total	90,101.15
FUND 2 Claims	to	Checks	1 Total	7,500.00 Manual	Held	Total	7,500.00
FUND 130 Claims	to	Checks	1 Total	30,991.01 Manual	Held	Total	30,991.01
FUND 156 Claims	to	Checks	1 Total	240.00 Manual	Held	Total	240.00
FUND 157 Claims	to	Checks	1 Total	2,100.00 Manual	Held	Total	2,100.00
FUND 160 Claims	to	Checks	1 Total	2,327.72 Manual	Held	Total	2,327.72
FUND 171 Claims	to	Checks	2 Total	23,600.00 Manual	Held	Total	23,600.00
FUND 172 Claims	to	Checks	1 Total	32,650.73 Manual	Held	Total	32,650.73
FUND 176 Claims	to	Checks	9 Total	6,112.58 Manual	Held	Total	6,112.58
FUND 177 Claims	to	Checks	1 Total	9,600.00 Manual	Held	Total	9,600.00
FUND 254 Claims	to	Checks	1 Total	226,115.63 Manual	Held	Total	226,115.63
FUND 304 Claims	to	Checks	1 Total	36,387.72 Manual	Held	Total	36,387.72
FUND 355 Claims	to	Checks	1 Total	7,165.00 Manual	Held	Total	7,165.00
FUND 400 Claims	to	Checks	31 Total	527,917.48 Manual	Held	Total	527,917.48
Total for all Funds		Checks	125 Total	1,002,809.02 Manual	Held	Total	1,002,809.02

Councilman Jackson requested to pull consent agenda items 9, 12, and 13 for further discussion.

Councilman Gollott made the motion to approve consent agenda items 1-8, 10, and 11, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 192-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8, 10, and 11 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 Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

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

ORDER NUMBER 193-2023

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 January 17, 2023 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 **Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

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

ORDER NUMBER 194-2023

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 November 2022 are 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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 7, 2023.

NOV 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,876,028.54
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,018,436.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,411,232.69
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$278,161.73
U S Justice Equitable Sharing	Depository Account	157-000-001	\$90,962.65
Fire Protection Fund	Depository Account	160-000-001	\$332,778.90
Tidelands Grant	Depository Account	171-000-001	(\$6,720.62)
Library Support Fund	Depository Account	172-000-001	\$1,499.87
Shepard State Park Fund	Depository Account	176-000-001	\$73,139.72
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$75,482.54
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	(\$118,533.68)
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,037,646.91
General Depository Reconciled Cash Balance			\$9,037,646.91

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	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$22,466.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,397,358.78
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			\$3,422,454.81
Enterprise Reconciled Cash Balance			\$3,418,688.36

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,534,743.89
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,501,380.32
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$130,515.40
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$722,950.96
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$40,552.69
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$40,552.69
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,003,680.86
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,002,343.53
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,003,570.16
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,027,724.16
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$36,653.60
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.45
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,690,938.30
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$167,389.23
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$254,850.00
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$928,124.27

Total Bond & Restricted Reconciled Cash Balances \$18,086,027.51

NOV 2022
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2023	NOV 2022	Balance	16.66% % to date
General Fund Revenues	11,250,849.00	860,820.37	10,390,028.63	7.6%
Expenditures:				
001 Legislative	265,541.00	51,129.29	214,411.71	19.2%
010 City Court	340,660.00	48,967.10	291,692.90	14.3%
021 City Manager	336,800.00	44,174.55	292,625.45	13.1%
022 Human Resources	76,928.00	12,017.95	64,910.05	15.6%
040 City Clerk	505,751.00	85,863.15	419,887.85	16.9%
060 City Attorney	160,000.00	22,500.00	137,500.00	14.0%
090 Economic Dev - Planning	521,675.00	76,868.90	444,806.10	14.7%
092 Building & General Expenses	1,321,000.00	408,664.94	912,335.06	30.9%
094 Grants & Project Admin	235,608.00	35,158.82	200,449.18	14.9%
100 Police	3,165,971.00	447,937.12	2,718,033.88	14.1%
161 Fire	3,024,807.00	433,458.88	2,591,348.12	14.3%
170 Recreation	823,599.00	110,324.77	713,274.23	13.3%
201 PW: Streets	381,300.00	19,397.79	361,902.21	5.0%
205 PW: Maintenance	393,295.00	44,434.18	348,860.82	11.2%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	882,540.00	0.00	882,540.00	
General Fund Expenditures	12,522,929.00	1,840,897.44	10,682,031.56	14.7%
<i>Total Operating Expenditures</i>	<i>10,883,155.00</i>	<i>1,802,462.23</i>	<i>9,080,692.77</i>	
<i>Total Capital Outlay Expenditures</i>	<i>579,741.00</i>	<i>755.88</i>	<i>578,985.12</i>	
<i>Total Debt Service</i>	<i>177,493.00</i>	<i>37,679.33</i>	<i>139,813.67</i>	
<i>Total Transfers Out</i>	<i>882,540.00</i>	<i>0.00</i>	<i>882,540.00</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>1,840,897.44</i>	<i>10,682,031.56</i>	
<i>Personnel</i>	<i>7,483,099.00</i>	<i>1,163,279.91</i>	<i>6,319,819.09</i>	
<i>Supplies</i>	<i>749,211.00</i>	<i>82,357.07</i>	<i>666,853.93</i>	
<i>Other Services</i>	<i>2,650,845.00</i>	<i>556,825.25</i>	<i>2,094,019.75</i>	
<i>Capital Outlay</i>	<i>579,741.00</i>	<i>755.88</i>	<i>578,985.12</i>	
<i>Debt Service</i>	<i>177,493.00</i>	<i>37,679.33</i>	<i>139,813.67</i>	
<i>Interfund Transfers for DS</i>	<i>882,540.00</i>	<i>0.00</i>	<i>882,540.00</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>1,840,897.44</i>	<i>10,682,031.56</i>	

**NOV 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of NOV 2022	Balance	16.66% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00		1,123,294.00	
Expenditures	2,141,730.07		2,141,730.07	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	225,467.57	3,402,320.43	6.2%
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	1,783.43	0.00	1,783.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	18,204.32	4,863,406.33	0.3%
Expenditures	6,888,697.89	404,194.01	6,484,503.88	5.8%
156 SE MS METRO TASK FORCE				
Revenues	0.00	15,000.00	(15,000.00)	
Expenditures	276,395.10	13,473.46	262,921.64	4.8%
157 US Justice Equitable Sharing				
Revenues	0.00	4,680.00	(4,680.00)	
Expenditures	80,762.65		80,762.65	
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	679,950.79	5,002.08	674,948.71	0.7%
171 Combined Tidelands Grant				
Revenues	824,870.30	35,797.28	789,073.02	4.3%
Expenditures	819,802.40	37,450.00	782,352.40	4.5%
172 Library Support Fund				
Revenues	126,031.00	3,429.88	122,601.12	2.7%
Expenditures	126,031.00	5,498.66	120,532.34	4.3%
176 Shepard State Park				
Revenues	241,905.00	32,523.67	209,381.33	13.4%
Expenditures	278,715.00	20,032.96	258,682.04	7.1%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	1,121.87	(1,121.87)	
Expenditures	1,500,000.00		1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	48,135.91	240,626.09	16.6%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**NOV 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of NOV 2022	Balance	16.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	259.76	10,395.24	2.4%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	64,129.35	321,016.65	16.6%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	341.07	10,513.93	3.1%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	27.38	298,229.62	
Expenditures	298,157.00	0.00	298,157.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	0.00	500,383.00	
Expenditures	500,383.00	0.00	500,383.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	0.00	19,161.00	
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	259,000.00	4,376.68	254,623.32	1.6%
Expenditures	8,142,015.35	0.00	8,142,015.35	
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	810.63	1,089.37	42.6%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	65,257.82	(65,257.82)	
309 Town Center Retail Dev Complex				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
355 Water Supply & Treatment Plant				
Revenues	325,563.64	3,541.40	322,022.24	1.0%
Expenditures	5,123,657.43	91,827.50	5,031,829.93	1.7%

**NOV 2022
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of NOV 2022	Balance	16.66% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	22,466.50	2,416,200.00	0.9%
Expenditures	2,438,666.50	22,466.50	2,416,200.00	0.9%
404 Solid Waste Fund				
Revenues	1,592,640.00	0.00	1,592,640.00	
Expenditures	1,605,000.00	215,373.51	1,389,626.49	13.4%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52		47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	654.51	(609.51)	1454.4%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	190.43	259.57	42.3%
Expenditures	0.00	0.00	0.00	

**NOV 2022
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	NOV 2022	Balance	16.66% % to date
Utility Fund Revenues	9,100,000.00	1,522,144.14	7,577,855.86	16.7%
Administration	3,095,272.00	521,275.50	2,573,996.50	16.8%
Water & Sewer O & M	3,976,359.00	554,526.64	3,421,832.36	13.9%
Debt Service	1,065,477.00	86,854.22	978,622.78	8.1%
Transfers	1,793,564.00	112,000.00	1,681,564.00	6.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	1,274,656.36	8,856,015.64	12.5%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>1,068,678.43</i>	<i>5,830,952.57</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>7,123.71</i>	<i>164,876.29</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>86,854.22</i>	<i>978,622.78</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>112,000.00</i>	<i>1,681,564.00</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>10,130,672.00</i>	<i>1,274,656.36</i>	<i>8,856,015.64</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>84,340.55</i>	 <i>456,742.45</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>19,932.00</i>	<i>293,068.00</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>964,405.88</i>	<i>5,081,142.12</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>7,123.71</i>	<i>164,876.29</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>86,854.22</i>	<i>978,622.78</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>112,000.00</i>	<i>1,681,564.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>1,274,656.36</i>	<i>8,856,015.64</i>	

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

ORDER NUMBER 195-2023

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 February 2023 in the amount of \$19,554.51 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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

FEBRUARY 2023 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
CUSTOMER NAME	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	003-29601-000	266.73	542.61	70.00			879.34	Line in Yard
	025-21701-002	334.38	638.80	35.00			1,008.18	Under Slab
	039-00501-001	152.71	296.18	70.00			518.89	Line in Yard
	039-10801-008	352.39	344.17	35.00			731.56	Line in Yard
	041-01801-000	83.20	246.44	70.00			399.64	Under Slab
	056-01301-000	93.29	216.03	35.00	150.00	19.48	513.80	Theft of Utilities
	062-26101-000	117.99	67.16	70.00		8.26	263.41	Theft of Utilities
	071-09201-001	77.43	145.88	70.00			293.31	Line in Yard
	089-15701-000		63.27				63.27	Spigot Broken
	113-30501-000	422.20	891.23	70.00			1,383.43	Hot Water Heater
	122-09601-000	3,025.62	8,047.37	70.00	2,000.00	356.69	13,499.68	Line in Basement
	TOTAL	4,925.94	11,499.14	595.00	2,150.00	384.43	19,554.51	
	COMPLETED							

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

RESOLUTION NUMBER 194-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT 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:

- Dell Optiplex 3020 Computer
- Dell Optiplex 3020 Computer - Asset #2833

WHEREAS, the Mayor and Members of the Council have determined that given the condition of the equipment, these items have 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 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 **Councilman Gollott**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th of February, 2023.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 01/25/2023
Subject: Authorization to remove office equipment from the City of Gautier's inventory

REQUEST:

City Council authorization is requested by the City Clerk Department to remove a Dell Optiplex 3020 computer which had not been inventoried and a Dell Optiplex 3020 computer asset number 2833 from the City of Gautier's inventory and discard.

BACKGROUND:

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

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

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

ORDER NUMBER 196-2023

WHEREAS, the Grants and Projects Department is requesting the authorization to advertise for bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project; and

WHEREAS, the existing storm drainage pipe between US Hwy 90 and Old Spanish Trail, between the properties of Jackson County Civic Action Committee and Gautier Presbyterian Church, is deteriorating to the extent where sinkholes are visible; and

WHEREAS, the north end ditch tie-in is experiencing turbidity during rain events and causing erosion to land directly adjacent to it; and

WHEREAS, this project will construct a concrete structure adjacent to the Head Start facility, install new drainage pipes and rip-rap, and extend the north end outfall approximately 30 linear feet to the north with a new headwall to alleviate the turbidity/erosion issues, and the south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail; and

WHEREAS, the advertisement will run in the Sun Herald on February 10 and February 17, 2023, with the bid opening on March 10, 2023 at 10:00 am; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the city of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement 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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

ATTEST:

MAYOR

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 01/25/2023
Subject: Authorization to Advertise for Bid for Jackson County Civic Action/Gautier Head Start Drainage Improvement

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project.

BACKGROUND:

The existing storm drainage pipe between US Hwy. 90 and Old Spanish Trail, between the properties of Jackson County Civic Action Committee and Gautier Presbyterian Church, is deteriorating to the extent that sinkholes are visible. The north end ditch tie-in is experiencing turbidity during rain events and causing erosion to land directly adjacent to it.

This project will construct a concrete structure adjacent to the Head Start facility, install new drainage pipes and rip-rap, and extend the north end outfall approximately 30 linear feet to the north with a new headwall to alleviate the turbidity/erosion issues. The south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on February 10 and February 17, 2023. Bids will be opened at 10 a.m. on March 10, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bids for the Jackson County Civic Action/Gautier Head Start Drainage Improvement Project.

The City Council may:

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

ATTACHMENTS:

1. 0300-NOTICE OF INVITATION TO BID

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 10:00 A.M. on Friday, March 10, 2022 for the following:

CITY OF GAUTIER HEAD START DRAINAGE IMPROVEMENTS

These bids are invited to preform demolition to an existing drainage system and replace with new stormwater infrastructure to include concrete and HDPE pipe as well as new cast-in-place drainage structures. There is also an existing drainage ditch which will also be reshaped and regraded and lined with riprap. The project will be taking place in Gautier, Mississippi.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Matt Kirkland, P.E. and can be contacted at the listed address or at mkirkland@seymourengr.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

CITY OF GAUTIER HEAD START DRAINAGE IMPROVEMENTS

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise: February 10, 2023

Advertise: February 17, 2023

Bid Opening: March 10, 2023

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

ORDER NUMBER 197-2023

WHEREAS, the Grants and Projects Department is requesting the authorization to advertise for bids for the Jackson County Animal Shelter Water Main Extension Project; and

WHEREAS, the City entered into an agreement with Seymour Engineering for the design of a water distribution system to service the new Jackson County Animal Shelter; and

WHEREAS, upon investigation of the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed, the new system would need to be looped for adequate service; and

WHEREAS, this project will supply city water to the animal shelter and allow for future development along Highway 90; and

WHEREAS, Jackson County will provide funds to construct the project; and

WHEREAS, the advertisement for bids will run in the Sun Herald on February 10 and February 17, 2023, with the bid opening on March 17, 2023 at 10am; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Jackson County Animal Shelter Water Main Extension 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 Anderson**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 01/25/2023
Subject: Authorization to Advertise for Bid for Jackson County Animal Shelter Water Main Extension Project

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Jackson County Animal Shelter Water Main Extension Project.

BACKGROUND:

On February 1, 2022, the City and Seymour Engineering entered into an agreement for the design of a water distribution system to service the new Jackson County Animal Shelter. Upon investigation of the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed. It was determined that the new system would need to be looped for adequate service.

This project will supply city water to the animal shelter and allow for future development along Highway 90. Jackson County will provide funds to construct the project.

DISCUSSION:

If approved, this advertisement will publish in the *Sun Herald* on February 10 and February 17, 2023. Bids will be opened at 10 a.m. on March 17, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bids for the Jackson County Animal Shelter Water Main Extension Project.
The City Council may:

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

ATTACHMENTS:

1. 0300-NOTICE OF INVITATION TO BID

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 10:00 A.M. on Friday, March 17, 2023 for the following:

CITY OF GAUTIER JACKSON COUNTY ANIMAL SHELTER WATER MAIN EXTENSION

These bids are invited to preform construction of a new water main. This includes installation of 6-inch water main, 10-inch water main Jack & Bored under Highway 90, valves, and fire hydrants. The project will be taking place in Gautier, Mississippi.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Municipal and Public Works projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Matt Kirkland, P.E. and can be contacted at the listed address or at mkirkland@seymouren.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

CITY OF GAUTIER JACKSON COUNTY ANIMAL SHELTER WATER MAIN EXTENSION

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise: February 10, 2023
Advertise: February 17, 2023

Bid Opening: March 17, 2023

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

ORDER NUMBER 198-2023

AN ORDER AUTHORIZING TRAVEL FOR THE MAYOR'S YOUTH COUNCIL TO TRAVEL TO OXFORD, MS FOR THE MISSISSIPPI MUNICIPAL LEAGUE'S 2023 STATEWIDE YOUTH LEADERSHIP SUMMIT

WHEREAS, Staff requests authorization for Mayor's Youth Council to travel to Oxford, MS for the Mississippi Municipal League's 2023 Statewide Youth Leadership Summit at the University of Mississippi; and

WHEREAS, April Stennett and Emily Dickerson will serve as chaperones and will transport the GMYC members to and from the conference; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Mayor's Youth Council shall be authorized to travel to Oxford, MS for the Mississippi Municipal League's 2023 Statewide Youth Leadership Summit held on February 24th and 25th;

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/01/2023
Subject: MML Statewide Youth Leadership Summit 2023

REQUEST:

The Grants and Projects Department requests that City Council authorize the Gautier Mayor's Youth Council to travel to Oxford, MS for the Mississippi Municipal League's 2023 Statewide Youth Leadership Summit at the University of Mississippi.

BACKGROUND:

MML sponsors this annual youth leadership conference at a different Mississippi university each year. This year marks the 15th annual conference, which is open to all mayor's youth councils across the state. This overnight event includes a welcome reception on a Friday night and a leadership conference on a Saturday.

DISCUSSION:

This year's event is Feb. 24-25, 2023 at the University of Mississippi. Eleven Gautier Mayor's Youth Council members have signed up to go. April Stennett and Emily Dickerson will serve as chaperones and will transport the GMYC members to and from the conference.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the Gautier Mayor's Youth Council to travel to Oxford, MS for the Mississippi Municipal League's 2023 Statewide Youth Leadership Summit at the University of Mississippi.

The City Council may:

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

ATTACHMENTS:

1. MML Statewide Youth Leadership Summit

15th Annual STATEWIDE YOUTH LEADERSHIP SUMMIT



FEBRUARY 24-25, 2023 • UNIVERSITY OF MISSISSIPPI • OXFORD, MS

**REGISTRATION FEE IS \$50
FOR CITY OFFICIALS, CHAPERONES
& STUDENTS.***

REGISTRATION FEE INCLUDES
FRIDAY NIGHT WELCOME RECEPTION,
ATTENDEE GIFT, SATURDAY BREAKFAST
AND LUNCH.

NO REFUNDS AFTER JANUARY 27, 2023

(Please print legibly)

Full Name _____

Title (Circle one) Student City Official Chaperone

City/Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____

Fax _____

E-mail _____

**REGISTRATION DEADLINE
IS FEBRUARY 3, 2023
STUDENTS MUST BE
9TH-12TH GRADE ONLY.**

**WILL YOUR MAYOR'S YOUTH COUNCIL
NEED A DISPLAY TABLE?**

YES _____ NO ☒

**WILL YOUR CITY ATTEND THE WELCOME
RECEPTION ON FRIDAY NIGHT?**

YES ☒ NO _____

**IF YES, WILL YOUR CITY BE EATING
DINNER AT THE WELCOME RECEPTION
ON FRIDAY NIGHT?**

YES ☒ NO _____

- PLEASE COMPLETE ONE FORM PER INDIVIDUAL ATTENDING.
- YOU MAY FAX TO 601-353-6980.
- MAKE CHECKS PAYABLE TO THE MISSISSIPPI MUNICIPAL LEAGUE AND MAIL WITH YOUR REGISTRATION FORM TO

MISSISSIPPI MUNICIPAL LEAGUE
ATTN: STATEWIDE YOUTH LEADERSHIP SUMMIT
600 EAST AMITE STREET, SUITE 104
JACKSON, MS 39201

SEE BACK SIDE FOR CONFERENCE HOTELS

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

ORDER NUMBER 199-2023

WHEREAS, the Gautier Fire Department is seeking authorization to accept a conference table and chairs, cork boards, and white boards from Duane Davis, Jacobs Engineering; and

WHEREAS, the conference table and chairs will be used at the Central Fire Station, and the cork boards and white boards will be used for training and postage; and

WHEREAS, Jacobs Engineering has purchased the equipment with their funds at no cost to the City; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this 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 the donation of a conference table, chairs, corkboards, and white boards to the Gautier Fire Department is hereby approved and accepted.

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

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

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.



GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

"Proudly protecting Natures Playground"

Mayor and Council,

I would like to ask you to please accept the donations from Duane Davis of Jacobs Engineering. Mr. Davis donated a conference table and chairs for Central Station, cork boards and white boards for training and posting signage. With your approval we will add these to the cities inventory. Thank You.

Sincerely,

Josh Latch

Fire Chief

Office 228-497-1656

Mobile 228-217-4989

Web www.gautier-ms.gov

2502 College Cir. • Gautier, MS 39553



'While we have time, let us do good'

St. Francis of Assisi

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

**RESOLUTION EXPRESSING INTENT TO GRANT
TAX EXEMPTION REQUEST FOR MAGNOLIA LANDING INVESTMENTS, LLC**

RESOLUTION NUMBER 195-2023

WHEREAS, Sections 17-21-5, 27-31-31, and 27-31-32 of the Mississippi Code of 1972 authorize the City of Gautier to establish the Central Business District (CBD) Tax Exemption Policy, and, in their discretion, to grant exemptions from ad valorem taxation, except ad valorem taxation for school district purposes, for new structures, or improvements to or renovations of existing structures located in the designated districts of the municipality, for a period of not more than ten years from the date of completion of the new structure or the improvement to or renovation of the existing structure for which the exemption is granted; and

WHEREAS, the City Council, on or about March 6, 2018, established a policy for the granting of such exemptions (attached hereto as “Exhibit A”); and

WHEREAS, pursuant to that policy, the City Council may, in its discretion, exempt up to 100% of municipal ad valorem taxes, excluding ad valorem taxes for school purposes, for a period of not more than seven (7) years for new structures, or any renovations of and improvements to, existing structures lying within the area designated as the Central Business District, but only in the event that such structure shall have been constructed, renovated, or improved pursuant to the requirements set forth in this Policy; and

WHEREAS, Magnolia Landing Investments, LLC, has now requested that the City Council approve a resolution expressing its intent to approve an exemption request for improvements on the property adjoining HWY 57 and C Byrd Rd. (as more fully identified in “Exhibit B”) in the Central Business District, which are expected to equal or exceed \$20,000,000.00 in value; and

WHEREAS, Magnolia Landing Developments, LLC has provided preliminary plans to the City for a Class A Apartment Community, including the following improvements and/or amenities:

- 1) Private and secure gated access: Entry/Exit along Hwy 57 and Entry Exit along C Byrd Road
- 2) Luxury 1BR and 2BR apartments with 9’ ceilings, balconies, hardwood-style LVT flooring, 3cm-thick real granite countertops, large kitchen island and open-concept

- living area, stainless steel GE Energy Star appliances, washer, dryer, walk-in closets and brushed nickel fixtures
- 3) ~10+ acres of undisturbed greenspace and wetlands for walking trails
 - 4) 4,000+ square foot state-of-the-art clubhouse for residents
 - a) 24/7 private access with resident key fob
 - b) Sports/Movie Lounge entertaining area with surround sound system and streaming audio throughout
 - c) Business kiosk with computer and printer for tenants to use as needed
 - d) Game area with ping pong and poker table
 - e) Gym with weight machines, cardio equipment, big screen television, water bottle fill stations and locker/cubby area
 - f) Separate studio exercise room for free weight training or class led exercises
 - g) Leasing office and property manager office
 - h) Parcel delivery/pickup room
 - 5) Resort-style pool and deck with open air veranda, dual sided fireplace big screen tv and audio
 - 6) Dog and pet park, and dog sanitation stations along walking trails and sidewalks
 - 7) Resort-style Pickleball and Basketball Court
 - 8) 3 ponds on site we plan to stock for recreational fishing
 - 9) Self-storage rentals available on site for exclusive resident rental
 - 10) Beautifully designed landscaping that embodies Gautier's motto of "Nature's Playground"
 - 11) Site lighting designed to give the community a resort-like atmosphere; and

WHEREAS, the plans are attached hereto as "Exhibit B" and the applicant is requesting an exemption of 100% of the increase in municipal taxes for a period of 7 years; and

WHEREAS, the improvement of said property is for the promotion of business and commerce in the designated Central Business District; and

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

SECTION 1. All of the statements made in the foregoing preambles are incorporated herein and found to be factual.

SECTION 2. The request of Magnolia Landing Developments, LLC for a resolution expressing the City's intent to grant the above-described tax exemption is hereby granted.

SECTION 3. Final approval of this exemption request will be contingent upon the successful completion of the project by the Applicant in accordance with the directives of the Planning Department of the City of Gautier and in strict conformance with the policy guidelines adopted by this Council on March 6, 2018.

SECTION 4. Final approval of this abatement request shall not be granted under any circumstances until such time as all construction activity has been completed to the satisfaction of the Planning Department of the City of Gautier and a certificate of occupancy has been issued.

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

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

NAYS: None

ABSENT: Cameron George

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 February 7, 2023.

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

ORDER NUMBER 200-2023

WHEREAS, the Gautier Police Departments requests Duval Ford, LLC as a single source supplier of Ford Interceptor SUVs and authorization to purchase of six (6) Interceptor SUVs; and

WHEREAS, the police department was authorized \$240,000.00 to purchase vehicles in the FY 2023 budget; and

WHEREAS, due to supply issues and vehicle availability, Duval Ford, out of Jacksonville Florida, was the only dealership that could order Interceptor SUVs; and

WHEREAS, currently, there is no state contract for these vehicles. Ford Motor Company stopped accepting orders for these vehicles on September 9, 2022; and

WHEREAS, the vehicles ordered will replace aging vehicles in the department's fleet and will be assigned to uniformed divisions; and

WHEREAS, the price per vehicle is \$45,266.00. Five of the vehicles would be purchased through the department budget for \$226,330 and one would be purchased through the department's asset forfeiture account. The total cost of the order will be \$271,596.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Duval Ford, LLC, as a single source supplier of Ford Interceptor SUVs and the purchase of six (6) Interceptor SUVs for the Gautier Police Department 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 Anderson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: January 31, 2023
Subject: Establishing Duval Ford as a Single Source Supplier of Ford Interceptor SUVs

REQUEST:

The Police Chief requests the City Council to establish Duval Ford, LLC as a single source supplier of Ford Interceptor SUVs and authorize the purchase of six (6) Interceptor SUVs for police department use.

BACKGROUND:

The police department was authorized \$240,000.00 to purchase vehicles in the FY 2023 budget. Due to supply issues and vehicle availability, Duval Ford out of Jacksonville, FL was the only dealership I could find to order Interceptor SUVs. Currently, there is no state contract for these vehicles like years past and the Ford Motor Company stopped accepting orders for these vehicles on September 9, 2022.

DISCUSSION:

The vehicles ordered will replace aging vehicles in the department's fleet and will be assigned to uniformed divisions. It is critical the department replaces the aging vehicles currently in the fleet because they are becoming difficult to maintain. The aging vehicles will also present a safety hazard to officers and affect our response to emergencies in the near future. The price per vehicle is \$45,266.00. Five (5) of the vehicles would be purchased through the department budget for \$226,330 and one (1) would be purchase through the department's asset forfeiture account. The total cost of the order is \$271,596.00.

RECOMMENDATION:

The Police Chief recommends the City Council establishes Duval Ford, LLC as a single source supplier of Ford Interceptor SUVs and authorize the purchase of six (6) Interceptor SUVs for police department use.

ATTACHMENT(S):

1. Order Quotes
2. Letter from Deputy Chief Lee Bond and Correspondence

GAUTIER PD

Prepared for:		Contract Holder	DATE:
GAUTIER PD DAVID BEVER 228-248-9393 DBEVER@GAUTIER.MS.GOV		DUVAL FLEET Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210	11/17/22
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>			
Labor	Code	Equipment	Price
0	K8A	2023 FORD POLICE INTERTOR SUV AWD	\$ 45,266.00
0	99B.44U	3.3L V6 GAS ENGINE	INCL
0	500A	POLICE EQUIPMENT GROUP	INCL
0	INCL	POWER WINDOWS & DOOR LOCKS	INCL
0	55F	KEYLESS ENTRY- INCLUDES 4 KEYS & FOBS	INCL
0	43D	DARK CAR FEATURE- COURTESY LAMPS DISABLED WHEN ANY DOOR IS OPENED	INCL
0	51R	DRIVER SIDE LED SPOT LIGHT	INCL
0	60A	GRILL WIRING	INCL
0	60R	NOISE SUPPRESSIONS	INCL
0	86T	REAR TAIL LIGHT HOUSING	INCL
0			
0	TN	EXTERIOR: SILVER GREY METALLIC	NC
0	96	INTERIOR: BLACK CLOTH FRONT SEATS/ REAR VINYL	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 45,266.00
TOTAL QUANTITY		5	TOTAL PURCHASE \$ 226,330.00

GAUTIER PD

Prepared for: GAUTIER PD DAVID BEVER 278-249-9393 DBEVER@GAUTIER.MS.GOV		Contract Holder DUVAL FLEET Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210		DATE: 11/17/22
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL				
<i>We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>				
Labor	Code	Equipment	Price	
0	K8A	2023 FORD POLICE INTERCTOR SUV AWD	\$ 45,266.00	
0	99B.44U	3.3L V6 GAS ENGINE	INCL	
0	500A	POLICE EQUIPMENT GROUP	INCL	
0	INCL	POWER WINDOWS & DOOR LOCKS	INCL	
0	55F	KEYLESS ENTRY- INCLUDES 4 KEYS & FOBS	INCL	
0	43D	DARK CAR FEATURE- COURTESY LAMPS DISABLED WHEN ANY DOOR IS OPENED	INCL	
0	51R	DRIVER SIDE LED SPOT LIGHT	INCL	
0	60A	GRILL WIRING	INCL	
0	60R	NOISE SUPPRESSIONS	INCL	
0	86T	REAR TAIL LIGHT HOUSING	INCL	
0				
0	TN	EXTERIOR: SILVER GREY METALLIC	NC	
0	96	INTERIOR: BLACK CLOTH FRONT SEATS/ REAR VINYL	NC	
0		VINYL FLOOR	NC	
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.		
UNIT COST			\$ 45,266.00	
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 45,266.00	

David Bever
Chief of Police



Lee Bond
Deputy Chief

Gautier Police Department

January 30, 2023

RE: 2023 Ford Explorer Police Interceptors Production Update

Chief Bever,

This letter is to inform you that I have attempted to contact multiple Ford dealerships in reference to your request to purchase Ford Explorer Police Interceptors. I contacted Estabrook Ford, Astro Ford, Butch Oustalet Ford and Herring Ford on the Gulf Coast and several others in central Mississippi. In my efforts, only two of the dealerships responded and stated that the Ford Police Interceptors were not allocated this year.

The Ford Explorer Police Interceptor currently does not have a State of Mississippi Contract pricing list. I was told that orders for 2023 Ford Explorer Police Interceptors were only accepted until September 9, 2022, due to a supply issue causing a limited production. The dealership representatives that I spoke with stated that they are anticipating the next ordering cycle to be sometime in the summer of 2023, however, they could not give nor guarantee an exact date that orders will be accepted.

Please find enclosed a copy of the email correspondence with Herring Ford as support stating that they were not allocated the Ford Police Interceptors this year.

Please let me know if there is anything else that I can do to assist with this matter.

Sincerely,


Lee Bond, Deputy Chief
Gautier Police Department

Lee Bond

From: Tommy Brogan <tommy.brogan@forddirectcrm.com>
Sent: Friday, January 27, 2023 3:07 PM
To: Lee Bond
Subject: RE:Ford Service ADF XML Lead

No sir, we do not receive allocations for the SSV's.

Tommy Brogan
Herring Ford
601-798-8682 (Dealership)
601-799-0626 (Direct)



Lead Source: DC Contact Us - DC Contact Us
Lead ID: 265034521

PROSPECT INFORMATION

First Name: Lee
Last Name: Bond
Email: lbond@gautier-ms.gov
Phone (voice)
(nopreference) : 2283822918
Street Address:
City: Gulfport
State: MS
Zip Code: 39564

VEHICLE WANTED INFORMATION

New/Used: New
Year: n/a
Make: n/a
Model: n/a

WEBSITE

06536 SH-210f593c-edfa-de0f-3653-cdd3e713996b undefined
campaigndetails: 36487379230505223622057093418386182139 fd2bdf1c-366d-4239-8232-9a1cd0036627 2023-01-27T15:10:02.046Z
FormEventID: d08b56113e564403a465fd2f214ecaca
LastTouchedMcmlid: 2023-01-27T15:10:02.046Z
dealerpacode: 06536

dealername: Herring Ford, Inc.
dealercode: F23347
brand: Ford
country: USA
state: MS

CUSTOMER COMMENT INFORMATION

Comments: https://www.forddirect.com/dealercenter/lead_details?key=265034521 Consumer address has been standardized. I am Deputy Chief Bond with the Gautier Police Department. I wanted to know if you could order SSV Explorers? ----- Submission Timestamp: 2023-01-27T15:13:03 ----- Pixall ID: ----- devicePlatformLeadTag: desktop

DEALERSHIP INFORMATION

Name: Herring Ford, Inc.



Click below to stop receiving these messages.

Email Optout Link



Councilman Jackson made the motion to approve the settlement of doubtful and disputed claim, as directing payment and authorizing the City Manger to execute any and all documents necessary to settle the claim and authorizing the City Clerk department to issue a check, as indicated. 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 AUTHORIZING SETTLEMENT OF A DOUBTFUL AND
DISPUTED CLAIM, DIRECTING PAYMENT OF A SUM
CERTAIN AND AUTHORIZING THE CITY MANAGER TO
EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO
SETTLE THE CLAIM AND AUTHORIZING CITY CLERK/COMPTROLLER
TO ISSUE A CHECK AS INDICATED HEREIN**

ORDER NUMBER 201-2023

WHEREAS, on or about January 25, 2023 a tree in the City of Gautier right-of-way along Pat Drive fell across above-ground power lines; and

WHEREAS, as a result of the tree falling on the power lines, the privately-owned weatherhead at 1854 Pat Drive, Gautier, MS 39553 was pulled down and damaged; and

WHEREAS, the cost to replace and/or repair the weatherhead is \$2,071.27, as indicated on the quote attached hereto as "Exhibit A"; and

WHEREAS, the owners of 1954 Pat Drive, Gautier, MS 39553 have made a demand for reimbursement of the repair replacement cost; and

WHEREAS, the City Attorney, the City Manager, and the Department Head are all in agreement that the offer of settlement should be accepted and that the same is in the best interest of the City; and

WHEREAS, the claim is doubtful and disputed and this City Council must approve the payment of any sum to in settlement thereof;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GAUTIER DOES
HEREBY ORDER AND DIRECT AS FOLLOWS:**

SECTION 1. The City Manager is authorized and directed to pay to Timothy and Diane Stone the full sum of \$2,071.27 in return for a settlement of all claims, but specifically without any admission of liability on the part of the City.

SECTION 2. The City Manager is further authorized and directed to execute any and all documents that may be required for the full and complete settlement of the claim as advised by the City Attorney.

SECTION 3. The City Clerk/Comptroller is authorized and directed to cause a check in the aforesaid amount to be issued forthwith for the settlement of the claim.

SECTION 4. The City Attorney is authorized and directed to prepare any and all necessary settlement documents in order to affect the settlement of this claim.

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

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

NAYS:	None
--------------	-------------

ABSENT:	Cameron George
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MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.



City of Gautier
ACCIDENT REPORT OF PROPERTY DAMAGE

(Please Type or Print Legibly.)			
Today's date: 1-26-2023		Date of Damage: 1-25-2023	
PERSONAL INFORMATION			
Last Name: Timothy		First Name: Stone	
Street Address: 1854 Pat Drive		City/State: Gautier, MS	
Mailing Address: 1854 Pat Drive		City/State: Gautier, MS	
Home #: 228-990-2639		Mobile #: 228-990-2639	
Email: Vdstone56@gmail.com		Fax:	
DAMAGE QUESTIONNAIRE			
(Please attach photos, reports and provide witness information if applicable.)			
Person Notified: SRE, Public Works at the City of Gautier, Sparklight, Electrician		Date Notified: 1-25-2023	
Name of Witness:		Street Address:	
Home #:		Mobile #:	
Property Damaged: (type, model, etc.)		Property Owner:	
Weather head to home		Timothy Stone	
Owner Mailing Address: 1854 Pat Drive		City: Gautier, MS	
Location which Damage or Accident Occurred:		Date of Accident/Damage:	
1854 Pat Drive		1-25-2023	
What were you doing when the damage occurred?		Time: 1:15 PM	
We were sleeping and awoken to the tree top fallen		Personal Injuries: ☐ Yes ☒ No	
Describe the damage in detail (Describe the events which resulted in damage. What happened and How did it happen? Name only objects or substances involved and tell how they were involved. Give Full details on all factors which led or contributed to the accident or exposure.)		Name(s): Thank goodness ☺	
There are 3 trees on the City's drainage easement that the roots were cut during a drainage repair. We were told by the weather the trees would die and they are dead/dying. We have reported the dying/dead trees to the City public work department 3 times prior to accident. A storm with high winds broke the top out of one tree and it fell on the power line attached to the house pulling the weather head down.		Time Work Day Began: About 1:30ish We had to find a electrician	
Describe Damage(s):		Estimated Amount of Damages: (Please attached written estimate of damages from accredited source.)	
Weather head pulled from home		\$ 2071.00	
Submitted By: _____		Date: 1-26-2023	
FOR OFFICE USE ONLY			
DEPARTMENT HEAD SIGNATURE: _____		Date: _____	
HR DIRECTOR SIGNATURE: _____		Date: _____	
CITY MANAGER SIGNATURE: _____		Date: _____	
CLAIM PROCESSED BY: _____		Date: _____	

(NOTE: This form is to be processed by the Human Resources Dept. within 24 hours of the incident.)

REV. 11-05-15

Councilman Jackson made the motion to approve a letter of support for Singing River Health System, 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 202-2023

WHEREAS, Singing River Health System has requested the City of Gautier's support regarding the request for capital funds to purchase two, 17 passenger buses for their transportation services; and

WHEREAS, the patient transportation program provides an average of 24,000 trips annually to the elderly and disabled of Jackson County; and

WHEREAS, Singing River Health Systems is requesting capital funds to purchase two, 17 passenger buses for their transportation services, which will benefit our residents in 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 letter of support for Singing River Health System's request for capital funds to purchase two, 17 passenger buses for their transportation 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 Jackson**, seconded by **Councilman Colledge**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.

II. SECTION 5310 - PROJECT ABSTRACT

Applicant Organization: Singing River Health System

Service Provider: Patient Transportation

PROJECT SUMMARY Singing River Health System exist to improve health and save lives in Jackson County and the surrounding areas. With three facilities including; Pascagoula, Ocean Springs and Gulfport

With Pride, Passion and Commitment, Singing River Health System is improving health and saving lives every day. One method of doing so is through our Patient Transportation Program. Patient Transportation provides an average of 24,000 trips annually to the elderly and disabled residents of Jackson County; with a fleet of sixteen vehicles. We provide transportation to critical care appointments as well as appointments for any medical provider in the county, regardless of their affiliation with Singing River Health System. Our program was developed in 1985 to provide a much needed service to elderly and disabled residents of Jackson County, who were in need of transportation to medical appointments within the county, but had no other means of transportation. We realized that the health of our elderly and disabled population was being compromised due to the lack of transportation services provided within the county. When the program started we had three full time drivers, one part time driver, one dispatcher, one Director and one volunteer who worked in the scheduling office a few hours per week. The need for this service has grown over the years, mostly due to the poverty level in our county. When all positions are filled, we have eight full time drivers, two part time drivers, two schedulers, one Manager, one Coordinator and a Director. Many of our elderly/disabled residents completely rely on our service as they do not have family or friends who are able to take them to their medical appointments. About three fourths of our annual trips are patients who are being treated for chronic illnesses and are on recurring schedules such as; dialysis, hyperbaric's, wound care, congestive heart failure clinic, cancer center, neuro rehab, etc. Our goal is to make sure that our elderly and disabled population have access to the healthcare that they need in order to maintain their independence and quality of life. With the current pandemic we are working tirelessly to make certain that patients know that we are taking every precaution necessary to ensure safe transportation services so that in these very trying and difficult times that they can still get to their medical appointments safely.

We have implemented an on call service for those patients who are discharged from the hospital or Emergency Department after normal business hours. As we all know, we cannot chose when we will get sick. Sometimes we are required and emergency room visit after hours and we want to make certain that these patient are able to receive the care that they need without the worry of being without transportation. We also have a partnership with a local cab company who provides after hour services for our ambulatory population. Another partnership that we have is with the local EMS and they provide after hour services for patients who require stretcher transport.

Singing River Health System has its very own Skilled Nursing Facility where we offer short term rehab for patients who have undergone surgery and need rehabilitation in order to

return to the mobility that they had prior to surgery. We provide transportation services for them for follow up appointments with their orthopedic physician. We are requesting capital funds to purchase two, 17 passenger buses for this service line. We are also requesting funding that will offset operating expenses by 50%.

Applicant: Singing River Health System
(Name of Organization)

2809 Denny Avenue Pascagoula MS 39581
Address 1 or P.O. Box City State Zip Code

Carolyn Morrow 228-809-5574
Name of Contact Person (Area Code & Phone Number)

I have been afforded the opportunity to review the transportation service proposal of the above named organization. Based on the review: (check one)

☒ I do believe that this type of service is needed at this time.

☐ I do not believe that this type of service is needed at this time.

COMMENTS:

REVIEWER:

Jan 17, 2023 Cathy Vaughn Mayor
Date Signature Title

City of Gautier
Name of Organization

3330 Hwy. 90 Gautier MS 39553
Address City State Zip Code

228-497-8000
(Area Code & Phone Number)

NOTE: Notification of Intent to Apply for Federal Capital Assistance must be submitted to the City and County elected officials of all counties served.

Councilman Colledge made the motion to renew and extend the agreement with Cogent Strategies, LLC., 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 203-2023

WHEREAS, Cogent Strategies is a team of top-ranked government relations and strategic communications professionals; and

WHEREAS, the City has retained Cogent Strategies to assist in securing federal dollars for the City's infrastructure projects, specifically sewer repair and water treatment plant requirements; and

WHEREAS, the City previously extended the one-year agreement with Cogent Strategies, LLC on February 5, 2022 through February 5, 2023; and

WHEREAS, the City hereby finds renewal and extension of this agreement through February 5, 2024 is in the best interest of the City;

WHEREAS, the agreement will be automatically renewed on a year-to-year basis, but can be terminated by either party within 30 days prior written notice; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal and extension of the executed agreement with Cogent Strategies, on the same terms and conditions, is hereby authorized and approved; and

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 Jackson**, and the following vote was recorded:

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

NAYS: None

ABSENT: Cameron George

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 7, 2023.



February 3, 2023

Ms. Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019, January 23, 2020, February 11, 2021 and January 6, 2022 ("the Agreement") between Cogent Strategies LLC ("Cogent") and City of Gautier ("Gautier"), hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. Section 5 is amended to state that the Parties hereby agree to extend the term of the Agreement through February 5, 2024. During the term of the Agreement, either party may terminate the Agreement with 30 days' prior written notice. If the Agreement has not been terminated by either party, then it will automatically renew on a year-to-year basis, but can be terminated by either party with 30 days' prior written notice.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:

On behalf of City of Gautier

Date

On behalf of Cogent Strategies LLC

Date

January 4, 2023

Ms. Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019, January 23, 2020, February 11, 2021 and January 6, 2022 ("the Agreement") between Cogent Strategies LLC ("Cogent") and City of Gautier ("Gautier"), hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. Section 5 is amended to state that the Parties hereby agree to extend the term of the Agreement through February 5, 2024. During the term of the Agreement, either party may terminate the Agreement with 30 days' prior written notice. If the Agreement has not been terminated by either party, then it will automatically renew on a year-to-year basis, but can be terminated by either party with 30 days' prior written notice.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:

On behalf of City of Gautier

Date

On behalf of Cogent Strategies LLC

Date



January 6, 2022

Ms. Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019, January 23, 2020 and February 11, 2021 ("the Agreement") between Cogent Strategies LLC ("Cogent") and City of Gautier ("Gautier"), hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. The Parties hereby agree to extend the term of the Agreement through February 5, 2023.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

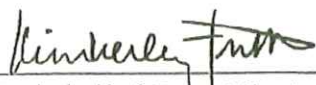
Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of City of Gautier

2-1-22
Date


On behalf of Cogent Strategies LLC

01/21/2022
Date

COGENT

February 11, 2021

Ms. Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019 and January 23, 2020 ("the Agreement") between Cogent Strategies LLC and the City of Gautier, hereinafter referred to collectively as "the Parties".

Summary and Terms of Representation

1. The Parties hereby agree to renew and extend the term of the Agreement through February 5, 2022.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of the City of Gautier

2/16/2021
Date


On behalf of Cogent Strategies LLC

2-18-21
Date



January 23, 2020

Ms. Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 and subsequently amended February 5, 2019 ("the Agreement") between Cogent Strategies LLC and the City of Gautier, hereinafter referred to collectively as "the Parties".

Summary and Terms of this Amendment

1. The Parties hereby agree to extend the term of the Agreement through February 5, 2021.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of the City of Gautier

2/4/2020
Date



On behalf of Cogent Strategies, LLC

1/23/2020

Date

February 5, 2019

Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to amend the agreement executed February 23, 2018 between Cogent Strategies LLC and the City of Gautier ("the Agreement"), hereinafter referred to collectively as "the Parties".

Summary and Terms of this Amendment

1. The Parties hereby agree to extend the term of the Agreement through February 5, 2020.
2. Notwithstanding the changes above, all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continuing our work with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

AGREED TO:


On behalf of the City of Gautier

02/05/2019
Date


On behalf of Cogent Strategies, LLC

2/14/19
Date

February 23, 2018

Paula Yancey
City Manager
City of Gautier
3330 US-90
Gautier, MS 39553

Dear Paula,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the City of Gautier ("Gautier").

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide Gautier with government affairs representation before the federal government of the United States, as more fully described in the attached proposal dated January 10, 2018.
2. **Fees.** For all public affairs services rendered by the firm, Gautier shall pay Cogent a monthly fee of \$7,500. The first month's payment will be invoiced upon execution of this agreement. Payment information is as follows:

Bank Name:	Chain Bridge Bank
Account Name:	Cogent Strategies LLC
Routing #:	056009479
Account #:	2100134259
Remittance to:	cferreira@cogent-strategies.com
3. **Expenses.** Out-of-pocket expenses such as local travel, long distance telephone charges, usage of Cogent's knowledge and technology resources, usage of Cogent's subscriptions to news and business information resources, courier, shipping and the like are billed to Gautier, at cost, as incurred. Cogent reserves the right to require prepayment for significant expenses prior to those costs being incurred.
4. **Payment Terms.** Cogent shall invoice Gautier monthly, in advance, with payment due within 30 days of Gautier's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices are paid in full.
5. **Term.** The term of this agreement runs from February 6, 2018 through February 5, 2019. During the term of this agreement, either party may terminate this agreement with 30 days' prior written notice.
6. **Compliance with Disclosure Regulations and Other Applicable Laws.** Cogent shall comply with any and all restrictions and requirements of the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.
7. **Confidential Information.** Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.

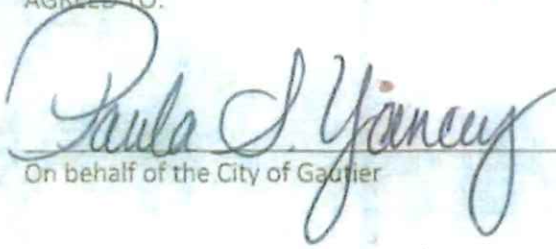
8. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
9. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
10. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
11. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
President & CEO

AGREED TO:


On behalf of the City of Gaithersburg

Date


On behalf of Cogent Strategies, LLC

2-23-18
Date

Councilman Gollott made the motion to recess until February 21, 2023 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Receive January 2023 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2023 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan	☐	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 000-2023

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for January 2023 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

		City of Gautier		
		Business Registry		
		Jan-23		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1446	2023-09-0008058	Home Port Qwick Stop	\$45.20	Delinquent
1511	2023-12-0008059	One Stop of Gautier	\$44.00	Delinquent
1522	2024-01-0008060	Eklektik LLC	\$20.00	Current
233	2024-01-0008061	Pyramid Homes of Gautier, LLC	\$20.00	Current
1290	2024-01-0008062	T's Kitchen	\$20.00	Current
816	2024-01-0008063	Bond Contracting	\$20.00	Current
1520	2024-01-0008064	Hwy 90 Title Loans	\$20.00	Current
1117	2024-01-0008065	Grandma Lulee's Catering	\$20.00	Current
1401	2024-01-0008066	S&W Spirits LLC	\$45.00	Current
1810	2024-01-0008067	MS Cardiovascular Center of Excellence	\$20.00	New Business
1458	2023-12-0008068	A Towing	\$22.00	Delinquent
1686	2024-01-0008069	Barbie's Bougee Closet	\$20.00	Current
251	2024-01-0008070	Westside B&B	\$20.00	Current
228	2024-01-0008071	Noblitt & Associates, Inc.	\$20.00	Current
1811	2024-01-0008072	R&R Appliance & Repair	\$20.00	New Business
1749	2024-01-0008073	Gautier Family Clinic	\$95.00	Current
173	2023-12-0008074	Always Money	\$22.00	Delinquent
1812	2024-01-0008075	Kral Realty	\$20.00	Current
1041	2024-01-0008076	Riverside Auto Sales	\$20.00	Current
189	2024-01-0008077	WGQ Home Solutions, LLC	\$20.00	Current
1519	2024-01-0008078	Nail Cottage	\$20.00	Current
1750		Horn Island Grill		Closed Business
236	2024-01-0008079	Roughwater Marine	\$75.00	Current
1685	2024-01-0008080	AC Auto Repair Corp	\$20.00	Current
1751	2024-01-0008081	Fantastica	\$20.00	Current
1682	2024-01-0008082	Cornerstone Restaurant, Inc.	\$90.00	Current
1404	2024-01-0008083	MK Industries, Inc.	\$30.00	Current
1747		Ciara's Pet Grooming		Closed Business
1675	2023-12-0008084	Sidelines Sports Bar	\$55.00	Delinquent
1521	2024-01-0008085	Blackdoor Boutique	\$20.00	Current
1637	2023-12-0008086	Brass Hanger of South MS	\$39.60	Delinquent
248	2024-01-0008087	The People's Bank	\$20.00	Current
1758	2024-02-0008088	Garden House Brew Co.	\$50.00	Current
250	2024-01-0008089	Vaughn Lauban	\$20.00	Current
247	2024-01-0008090	Vaughn Lauban	\$30.00	Current
1122	2024-01-0008091	Trustworthy Services, LLC	\$20.00	Current
1743	2023-11-0008092	Tada Taxes	\$22.20	Delinquent
309	2024-02-0008093	DJM Studio	\$20.00	Current
1691	2024-01-0008094	Calming Creations, LLC	\$20.00	Current
1684	2024-01-0008095	Consider It Done Home Repair	\$20.00	Current
895	2024-01-0008096	Danny Beauchamp	\$20.00	Current
892	2023-12-0008097	AME Enterprises, LLC	\$22.00	Delinquent
		TOTAL:		
		New Business	2	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	8	
		Current	30	

New Business January 2023	Business Address	Business Phone	Business Description
MS Cardiovascular Center of Excellence	2012 Hwy 90 Suite 2	228-300-3007	Medical, outpatient angiograms
R&R Appliance and Repair	1217 Iowana Dr	417-268-0262	Major home appliance repair

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the City-wide Lift Station Upgrades Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with the Mississippi Municipality and County Water Infrastructure Program for funding related to the City-wide Lift Station Upgrades 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:

ORDER NUMBER 000-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the City-wide Lift Station Upgrades Project; and

WHEREAS, this project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Citywide Lift Station Upgrades Project is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/10/2023
Subject: Grant Subaward Agreement with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program - Citywide Lift Station Upgrades Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

DISCUSSION:

This project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:

1. ARPA Subaward 331-1-CW-5.5

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 331-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Citywide Lift Station Upgrades” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater facility. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or

regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,000,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,430,700.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$715,350.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$715,350.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$138,600.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$120,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred-Thirty Thousand Seven Hundred Dollars and Zero Cents (\$1,430,700.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

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

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

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

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Paula Yancey 3330 Hwy. 90 Gautier, MS 39553 Phone: (228) 219-8016 E-mail: pyancey@gautier-ms.gov
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Paula Yancey
Signature of Authorized Representative

Paula Yancey
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide Lift Station Upgrades

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project is the rehabilitation/upgrade of twenty-six lift stations.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about March 3, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about March 23, 2023, advertise each construction contract for bids;
- d. On or about April 20, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Main Rehabilitation Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Main Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions 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:

ORDER NUMBER 000-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project; and

WHEREAS, this project will provide CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas; and

WHEREAS, the Jackson County Board of Supervisors have pledged County ARPA funds to assist with the project; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions Project is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/10/2023
Subject: Grant Subaward Agreement with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program – Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions Project.

BACKGROUND:

The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

DISCUSSION:

This project will provide CCTV (closed circuit television video), smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville Road, and Valleywood Subdivisions Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:

1. ARPA Subaward 337-1-CW-5.5

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 337-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,500,016.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$625,008.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$312,504.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$312,504.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$250,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$60,000.64**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Twenty-Five Thousand Eight Dollars and Zero Cents (\$625,008.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

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

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

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

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. E-VERIFICATION

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Paula Yancey 3330 Hwy, 90 Gautier, MS 39553 Phone: (228) 219-8016 E-mail: pyancey@gautier-ms.gov
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Paula Yancey
Signature of Authorized Representative

Paula Yancey
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project includes of CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. By February 7, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
- d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

- e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Authorization for placement of three (3) temporary speed bumps

Introduced by:
Contact Person/Telephone

Ramona Morgan 497-8000

Summary Explanation: Authorization for placement of three (3) temporary speed bumps

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 000-2023

WHEREAS, the Utility Department requests to place three (3) speed bumps, approximately 2500 linear feet, on Ferry Road for sixty (60) days; and

WHEREAS, the speedbumps will be placed between Stillwater and Piney Lane, just north of Magnolia Bluff, and just north of Kingslea Drive; and

WHEREAS, Miss. Code Ann. Section 21-37-3 (1972) reads, in pertinent part, as follows: [T]he governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, ...; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, adorn, and light the same; and

WHEREAS, Miss. Code Ann. Section 21-19-15 (1972) reads, in pertinent part, as follows: The governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property; and

WHEREAS, pursuant to this authority, the Mayor and City Council hereby find that placement of the above speedbumps is, in fact, necessary to preserve the good order and peace of the City or to prevent injury to public or private property.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the placement of three (3) temporary speedbumps, as described above, 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 February 21, 2023.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Approval of a Non-Exclusive Facility Use
Agreement for Buddy Davis Park

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Non-Exclusive Facility Use Agreement for Buddy Davis Park

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 000-2023

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive facility use agreement with P360 Performance Sports in order for teams to hold practices on a routine basis at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Facility Agreement with P360 Performance Sports for Buddy Davis Park 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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/14/2023
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with P360 Performance Sports.

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreement and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation department's activities.

DISCUSSION:

The City will grant P360 Performance Sports a non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative of P360 Performance Sports and are subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's recreational facilities. P360 Performance Sports will compensate the city at a rate of \$300 per team to include 1-2 practices weekly beginning February-July.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with P360 Sports. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

ATTACHMENTS:

1. Facility Use Agreement Team Practice-P360 Sports

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

**NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND
SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES**

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with P360 Performance Sports and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. P360 Performance Sports will compensate the city at a rate of \$300 per team to include 1-2 practices weekly beginning February-July.

2. Use and Possession:

- A.** User shall use the Facilities for the purpose of conducting League practices only.
- B.** No other use is authorized without the written approval of the City Recreation Department.
- C.** Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.

- D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

- A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.
- B. City shall mow, weed eat the fields, and provide facilities maintenance.
- C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

- A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.
- B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.
- C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

- A. No alcoholic beverages allowed on property; zero tolerance.
- B. No tobacco products allowed within fenced facilities; zero tolerance.
- C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).
- D. No golfing of any kind.
- E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.
- F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. League Requirements:

A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.

B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.

C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. Documentation Requirements:

A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. Hold Harmless:

A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the _____ day of _____, _____.

USER:

CITY OF GAUTIER

CITY MANAGER

PRINT NAME AND TITLE

PRINT NAME

PRINT LEAGUE NAME

SEASON : _____ **(YEAR)**

LEAGUE PRESIDENT: _____

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Approval of a request from Mississippi Gulf Coast Community College for the use of two (2) portable lights

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a request from Mississippi Gulf Coast Community College for the use of two (2) portable lights to be delivered on March 6th and ending March 8th for security purposes during the JC Hispanic American Club – Family Fiesta Night.

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 000-2023

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of two (2) portable lights for the JC Hispanic American Club's Family Fiesta Night from March 6, 2023 through March 8, 2023 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two (2) portable lights for the JC Hispanic American Club's Family Fiesta Night from March 6, 2023 through March 8, 2023 for security purposes 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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/14/2023
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights

REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two portable lights for a period of no more than three days beginning on March 6th and ending March 8th. for the purpose of providing lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the JC Hispanic American Club – Family Fiesta Night. The event offers fun & free activities including: dance lessons, outdoor movie, and children's games and activities.

DISCUSSION:

In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

RECOMMENDATION:

ATTACHMENTS:

1. MGCCC- Light Plant Request-JC Hispanic American Club - Family Fiesta Night

From: [Charles Houston](#)
To: [Chassity Bilbo](#)
Subject: FW: JC Hispanic American Club - Family Fiesta Night
Date: Tuesday, February 14, 2023 1:55:05 PM
Attachments: [image001.png](#)
[image002.png](#)
[JCHAC Family Fiesta Night Gym Area 3.7.23.docx](#)
[Family Fiesta Night Event Map.pdf](#)

Ms. Bilbo,

The college is planning an event for March 7th, 2023 from 4-8pm. Could we get two of the portable light units like we borrow for the fall festival for that night in March? They could be brought over on the 6th or the morning of the 7th so we can prepare for the event if that's possible. Please let me know if this can be done, and let me know if you have any questions.

Thanks,



Cary Houston, MCJA

Chief of Police
Jackson County Campus
PO Box 100
2300 US HWY 90
Gautier, MS 39553
228-497-7697 Office
228-218-0024 Campus Police Cell
cary.houston@mgccc.edu

From: Leann Ibarra <leann.ibarra@mgccc.edu>
Sent: Thursday, January 26, 2023 9:41 AM
To: Charles Houston <cary.houston@mgccc.edu>
Cc: Michelle Sekul <michelle.sekul@mgccc.edu>; Leann Ibarra <leann.ibarra@mgccc.edu>; Brandi Martino <brandi.martino@mgccc.edu>; Monica Pascual <mpascua1@mgccc.edu>
Subject: JC Hispanic American Club - Family Fiesta Night

Hey Chief, we are planning to have a night event on Tuesday, March 7 from 4 pm-8 pm in the Gym Parking Lot area.

Attached is the flyer and event layout.

We wanted to know if it was possible to get two of those big lights from the city to have for the event? Like the ones, we use for Fall Festival.

Also, would it be possible to have an officer in this area to help guide/direct traffic?
We are not sure how many people to expect for this event. (50-100 people)

If you have any questions, please let me know. We can meet and discuss any details if needed.

Thank you,
LeAnn



LeAnn Ibarra

Administrative Assistant to the Dean of Student Services
JC Hispanic American Club Advisor
Jackson County Campus
P.O. Box 100
Gautier, MS 39553
228-497-7646
leann.ibarra@mgccc.edu

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LeAnn



LeAnn Ibarra

Administrative Assistant to the Dean of Student Services
JC Hispanic American Club Advisor
Jackson County Campus
P.O. Box 100
Gautier, MS 39553
228-497-7646
leann.ibarra@mgccc.edu

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Approval of a software license agreement between
PM AM HCM and the Gautier Police Department

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8000

Summary Explanation: Approval of a software license agreement between PM AM HCM and the Gautier Police Department

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 000-2023

WHEREAS, the Gautier Police Department currently utilizes an outdated system for maintaining the department’s standard operating procedures in the form of PDFs, which makes it difficult for officers to access the latest department policies and track changes to policies; and

WHEREAS, policy software will allow web-based access to policies and track changes, in addition, having policy software will help the departments process of becoming an accredited law enforcement agency; and

WHEREAS, PM AM HCM offers software that will allow for cloud-based access to policies and will have the policy standards in place for Mississippi accreditation; and

WHEREAS, the cost will be \$3,250.00 per year and will be paid from the department’s asset forfeiture account; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that software license agreement between the Gautier Police Department and PM AM HCM 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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: February 21, 2023
Subject: Authorization to Enter into Agreement with PM AM HCM for Software Services

REQUEST:

The Police Chief requests the City Council to authorize the Chief to enter into a software license agreement with PM AM HCM.

BACKGROUND:

The police department currently utilizes an outdated system for maintaining the department's standard operating procedures in the form of PDFs. This makes it difficult for officers to have access to the latest department policies and track changes to the policies. Policy software will allow web-based access to policies and track changes we make. In addition, having policy software will help the departments process of becoming an accredited law enforcement agency.

DISCUSSION:

PM AM HCM offers software that will allow for cloud-based access to policies. The software will also have the policy standards in place for Mississippi accreditation. The cost of this will be \$3,250.00 per year and paid for out the department's asset forfeiture account.

RECOMMENDATION:

The Police Chief recommends the City Council authorize the Chief to enter into a software license agreement with PA AM HCM.

ATTACHMENT(S):

1. PM AM HCM Proposal
2. PM AM HCM Overview
3. License Agreement

PM AM HCM Proposal

prepared for Gautier Police Department

PM AM HCM (online platform) is a cloud-based Policy, Training, Test, Accreditation, Form/Survey, and Performance Appraisal management platform used by hundreds of agencies nationwide. PM AM HCM is the only platform able to meet all areas of the June 2020 Executive Order on Safe Policing – in 1 system.

PM AM HCM Academy – PM AM's robust Training library of pre-built courses on areas such as De-Escalation, Racial Profiling, and Active Assailant Response. Courses feature renown speakers such as FBI National Academy Instructor Paul Butler. Trainings are updated frequently and meet In-Service requirements in 42 states. Course List below.

Early Intervention System (WBI) – Revolutionary early intervention system to highlight at-risk employees before a policy violation, excessive use of force incident or other catastrophic event. This platform also increases employee engagement and retention, a significant cost if unaddressed. Real-time dashboards assist agencies in keeping a pulse on organization and team wellness levels.

PM AM IA/ Investigations Tool – Comprehensive platform to manage end to end workflow for Internal Affairs investigations, including complaints, investigations, disposition, follow up plans, and reporting. Details below.

Training and Support are included in the price, as is accreditation standard upload. Upon onboarding, PM AM will provide online, live training to all Administrators of the platform. PM AM also has a Support team dedicated to servicing our customers, available via phone and email during business hours M-F. There is no limit to support hours available.

The pricing below represents the cost of PM AM HCM and its add-ons. **The department can choose any or all of the add-ons.** The below price includes Training, and Ongoing Support. There is no onboarding or other fees; therefore, **the below is an all-in, annual cost for 53 Users.** Signing a multi-year contract provides discounts, as noted below:

Contract Length	PM AM HCM		Total
1-year	\$4475.00		\$3,250.00
3-year (5% Discount Included)	\$12,753.00		\$12,753.00
5-year (10% Discount Included)	\$20,137.00		\$14,625.00

Please do not disclose this information, as it is confidential. This proposal will remain valid for 45 calendar days from the date sent. Please contact us with any questions. Thank you for your consideration.

Kind Regards,
Greg Fussell
PM AM HCM Account Executive
972-441-5361 EXT 2
GregF@pmam.com

PM AM HCM Training Academy Course List:

Course Name	Length (hrs)
De-escalation: A Primer	3
Racial Profiling and Implicit Bias Recognition	4
Interacting with Persons with Mental Impairments	3
Active Assailant Response	3
Domestic Violence Investigations	2
Opioid, Fentanyl, NARCAN	1
Crisis Intervention in Law Enforcement	3
Leadership for Law Enforcement (ft. FBI NA Trainer Paul Butler)	3
Sexual Abuse and Child Sex Abuse Investigations	2
Terrorism Prevention	2
Constitutional Application	2
Use of Force	2
Interacting with Deaf and/or Hearing-Impaired Persons	2
Human Trafficking	5
Health and Wellness	5
Telecommunicators and Law Enforcement: Important Roles and Viewpoints	2

PM AM IA/ Investigations Tool:

PM AM Internal Affairs/Investigations Tool

PM AM's Internal Affairs Tool is an end-to-end software that manages the IA process. This platform requires separate login from PM AM HCM system and segregates complaints and investigations to a consolidated repository – only accessible to those who need it.

It's as if all IA Investigations are stored under lock and key in the Chief's Office.

- 1 Complaints**
 Centralize Internal *and* External complaints – with intelligent features that proactively identify troubling patterns and sends alerts for review
- 2 IA & Other Forms**
 Upload all necessary Forms/Investigation Assessments
- 3 Initiate Investigations**
 Multiple parties provide input, with section to add additional files/videos
- 4 Review Investigation**
 Centralize all inputs and documents into a single view
- 5 Next Steps**
 Develop next steps and denote final evaluation (e.g. Sustained, Not Sustained)
- 6 Reports**
 Run reports to pull information necessary for internal and external reporting (e.g. to state, to FBI, to other stakeholders)



PM AM HCM Platform Components

PMAM's extensive research during the evolution of our Human Capital Management Platform, (HCM), is clearly represented from a feature perspective. While we recognize the ability to adapt our platform beyond Law Enforcement, it was clearly the catalyst in our development process which has ultimately created what we believe to be the best and most affordable platform solution on the market specific to Law Enforcement today. The primary role of our HCM is maintaining critical compliance, minimizing risk and managing accreditation processes.

Below is a high level bullet-pointed description of our platform components and includes a short narrative of our intent as it applies to each component.

- **Cloud-Based Secure System Approach**
 - Eliminates internal IT maintenance efforts without the need of software loads
 - Assures upgrades and feature additions are immediately available to all users
 - PMAM currently partners with "RackSpace" a secure third party resource for cloud storage
- **Three-Tiered Focused Primary Module Menu**
 - Policy – Standards - Accreditation Module
 - Training Module and Tracking System
 - 360-degree Performance Appraisal Module
- **Policies and Standards**
 - Accreditation Standards can be loaded and reviewed as a guideline to creating effective department specific policies which also serve to detail accreditation proof requirements
 - Policy Manuals can be loaded singularly or in multiples and where applicable associated with appropriate standard/s
 - Policies can be assigned with e-signature recallable historic records maintained eliminating risk of incomplete assignments
 - Each individual maintains the ability to login with a secure password and as assignments are created, they will receive notification of the assignment as well as the date the assignment is due
 - Automated late notices are provided to the assignee, the supervisor and the administrator who assigned the task if past due
 - Many policies require annual review. The PMAM HCM allows you to create future assignment notifications via email. Set up annual automated assignment notifications today and the execution of these assignments are flawlessly executed without risk of missed deadlines

- **Accreditation Module**
 - Load standards specific to each departments accreditation program
 - Align departmental policies with the appropriate standards
 - Flagging specific verbiage within each policy will create a quick-view approach for accreditation assessors to access specific verbiage aligned to a standard and eliminate the necessity to review elongated policies to determine suitability to the standard
 - Upload proofs for assessor review and submit assessment details to accreditation body
- **Training Module**
 - Assign training and maintain a retrievable historic record of all assignment results
 - Assign annual training and certification in advance with automated emails released on a future date as required
 - Upload external training certifications and maintain all records in a historic retrievable report
 - Assign a start date and due date which automatically assigns via email to each user and maintains a full historic record of all activities ongoing.
 - The training module assignment process is the same overall as assigning policies which creates an easy to use approach at the user level.
- **Test Builder Option**
 - Building effective tests measure comprehension. The HCM allows you to build optional tests for Training assignments and also for Policy review assignments
 - Create a bank of questions
 - Randomize your questions to maintain test validity
 - Create a passing threshold score of your choice
 - Analyze your test questions over time and improve your training experience by enhancing lesson plans that align with most missed questions.
 - Requires tests to be passed according to the threshold score selected prior to being able to complete and signoff on an assignment
 - Track the number of failed attempts by individual to assist in suggesting or requiring remedial training
- **Feedback and Survey Tool**
 - Create feedback forms and cultivate a culture of cooperation through honest feedback
 - Develop and assign surveys that measure various topics of importance throughout your organization
 - Make the right organizational decisions on critical changes by measuring internal buy-in prior to executing changes.
 - Surveys can be set as anonymous or open forum

1. **GENERAL:** This Human Capital Management - Master SaaS License Agreement (“**Agreement**”) is a legally binding agreement between the City of Gautier with its principal offices at 3330 Highway 90, Gautier MS 39553 (“**Licensee**”) and **PM AM Corporation** (“**PM AM**”) with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service (“**SaaS**”) services as described in this Agreement effective as of the date set forth in Section 6 below (“**Effective Date**”).

2. **BASE SERVICE:** Human Capital Management is a software application service which PM AM owns and provides via the internet (“**HCM**” or “**HCM Program**”). HCM is used to manage Licensee’s workforce. HCM allows for managing knowledge integration, distributing and tracking policy changes, and includes a broad assortment of tools used in the performance appraisal process. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. Subject to the terms and conditions of this Agreement, PM AM grants to Licensee, the limited, non-exclusive, non-transferrable, and non-sublicensable right to use the HCM Program during the term of this Agreement for the sole purpose of assisting Licensee in managing Licensee’s workforce, including use to manage, train, test, assess, and track Licensee’s internal talent using the HCM Program and access controlled website (“**HCM Website**”) for the management of Licensee’s documents, records and other data (“**Licensee Data**”), which such purpose is hereinafter referred to as the “**HCM Permitted Purpose**.” Licensee may not use the HCM Program for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program as defined in Section 3 below that is licensed hereunder to Licensee. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

3. **Additional Programs.** In addition, to the HCM Program, which is sometimes referred to herein as the Base Program available to all Licensees of PM AM, Licensee may elect to subscribe to one or more of the following Additional Programs by initialing or checking the space opposite the Additional Program described below and paying PM AM the applicable fee for such Additional Program as hereinafter set forth. As used herein, the term “**Additional Program**” means one or more of the following programs offered by PM AM, subject to the restrictions thereon, as more fully described in Exhibit “A” attached hereto and incorporated herein by this reference thereto, which restrictions are in addition to those set forth in this Agreement:

- _____ (a) Academy Training Library Program;
- _____ (b) Threat Assessment and Planning Program (“**T.A.P**” or “**T.A.P. Program**”); and
- _____ (c) Workforce Behavioral Intervention Program (“**WBI**” or “**WBI Program**”).

If Licensee desires to subscribe to one or more Additional Programs but inadvertently fails to initial or check the desired Additional Program in the space indicated above, Licensee shall receive the services provided by such Additional Program if (i) the provisions of this Agreement (including Section 7) clearly indicate that Licensee intended to subscribe to such Additional Program, and (ii) Licensee pays the applicable fee for such Additional Program.

4. **USE OF SERVICE:** Notwithstanding the preceding License or Licenses granted to Licensee hereunder, Licensee may not resell, license or distribute the HCM Program or any Additional Program to which Licensee has subscribed to hereunder to any third party or use the HCM Program or any Additional Program to which Licensee has subscribed to hereunder for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program (as described in Exhibit "A" hereto) to which Licensee has subscribed or share login information and passwords relating to the such Program or Programs with any third party; provided, however, Licensee may permit its employees to access the HCM Website to use the HCM Program for the HCM Permitted Purpose by assigning such employees a user identification number and password ("**HCM Permitted Users**"). In addition, Licensee may permit the Academy Training Permitted Users, the T.A.P. Permitted Users, and the WBI Permitted Users as defined in Exhibit "A" hereto to continue to use the Academy Training Library Program, the T.A.P. Program, and the WBI Program, respectively, to the extent set forth in Exhibit "A" hereto; provided, Licensee has a valid license to use such Program.

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the HCM Program, HCM Website and the Additional Programs. Licensee shall be bound by and observe, and Licensee shall cause its Permitted Users of such licensed Programs to observe, such updated rules in using the each such Program after receipt of a copy of such rules or after such updated rules are posted on the HCM Website.

5. **LICENSE VALIDITY:** This license is valid during the term of this Agreement with respect to the HCM Program and any Additional Program that Licensee has subscribed to so long as Licensee is current on service fees and has not breached any Licensee obligations contained in this Agreement.

6. **TERM:** The initial term of this Agreement with respect to the licensing of the HCM Program to Licensee and any Additional Program selected by Licensee pursuant to the provisions of Section 3 hereof shall be for a period of 1 Year commencing on 2/15/2023 (the "**Effective Date**") and ending on the day immediately preceding the 1 year anniversary of said commencement date ("**Initial Term Termination Date**"), subject to earlier termination as set forth herein. Upon expiration of the Initial Term on the Initial Term Termination Date, this Agreement, with respect to the licensing of both the HCM Program and the Additional Program or Programs subscribed to by Licensee shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to the HCM Program and/or any one or more Additional Programs to which Licensee has subscribed.

In the event Licensee has subscribed to the HCM Program and one or more Additional Programs and neither party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to all such Programs, this Agreement shall be extended on the same terms and conditions as set forth herein for that Program or Programs that were not included in such written notice of termination, unless PM AM provides a new price for a Program for the Extended Term, in which event this Agreement as to that Program or Programs shall only be extended with the express written consent of Licensee.

7. USER LEVEL: PM AM will provide Licensee with **52** user IDs necessary to permit Licensee's HCM Permitted Users to access the HCM Program for the HCM Permitted Purpose.

In addition, if Licensee subscribed to Academy Training Library Program by initialing line 3(a) above, PM AM will provide Licensee with **0** user IDs necessary to permit Licensee's Academy Training Permitted Users to access the HCM Website for the Academy Training Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of Academy Training Permitted Users shall be zero.

In addition, if Licensee subscribed to the T.A.P. Program by initialing line 3(b) above, PM AM will provide Licensee with **0** user IDs necessary to permit Licensee's T.A.P. Permitted Users to access the HCM Website for the T.A.P. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of T.A.P. Permitted Users shall be zero.

In addition, if Licensee subscribed to the WBI Program by initialing line 3(c) above, PM AM will provide Licensee with **0** user IDs necessary to permit Licensee's WBI Permitted Users to access the HCM Website for the WBI. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of WBI Permitted Users shall be zero.

8. SERVICE FEE AND PAYMENT: During the Initial Term, the aggregate fee payable by Licensee hereunder for the HCM Program and the Additional Program or Programs subscribed to by Licensee pursuant to the provisions of Section 3 hereof shall be \$ **3250**. Said aggregate fee shall be due and **payable** within fifteen (15) days receipt of an invoice from PM AM for such amount. After the Initial Term, the aggregate annual service fee for access to and use of the aforesaid licensed Programs will be an anticipated increase of 5% for each year thereafter, during the Extended Term, unless a different service fee is provided to Licensee prior to the commencement of the Extended Term. All other fees payable under this Agreement are calculated and payable based on the then current fee schedule as provided by PM AM from time to time. Licensee agrees to pay any sales, value-added or other similar taxes (collectively, "**Sales Taxes**") imposed by applicable law that PM AM must pay based on the services Licensee orders, except for taxes based on PM AM's income. All amounts invoiced hereunder are due and payable within 15 days of the date of the invoice. For any past due amounts, PM AM may charge interest of the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law.

Licensee, on behalf of itself and its applicable Permitted Users, acknowledges and agrees that access to data and the services provided by PM AM hereunder are conditioned upon the timely payment of all Fees and Sales Taxes payable to PM AM in accordance with the terms of this Agreement.

9. SERVICE AND SUPPORT: During the term of this Agreement, the following service and support is included within the fees due: (a) training for each Program subscribed to by Licensee will be available to Licensee over the internet, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday, via means of telephone or over the internet through the use of remote access software.

If PM AM carries out an update or upgrade of the HCM Program or Additional program licensed to Licensee hereunder, it will be provided to Licensee free of charge. No guarantee is made

that updates or upgrades will be available. If Licensee requests a modification to the HCM Program or any Additional Program licensed to Licensee hereunder, PM AM will, in its sole discretion, provide Licensee a fee estimate and time estimate for providing the modification to such Program if applicable. At PM AM's election, the Program modification shall be available to all of PM AM's customers.

10. RESTRICTIONS ON USE AND ACCESS TO HCM WEBSITE: Licensee shall have sole responsibility and liability for Licensee Data. Licensee shall not submit, or permit any of its Permitted Users for any Program licensed to Licensee hereunder to submit, to the HCM Website any Licensee Data or other documents or information that are: illegal, false, defamatory, or otherwise in violation of applicable federal or state law. Except as expressly provided in the Agreement, Licensee and its applicable Permitted Users may not: (i) sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Software, the HCM Program or any Additional Program licensed to Licensee hereunder by making it available to any third party not acting as an agent, contractor, consultant or service provider of Licensee or use the Software to provide a hosted service to any third party in competition with PM AM; (ii) decompile, disassemble, attempt to discover the source code or reverse engineer any portion of the Software that PM AM does not provide in source code form, or permit any third parties to do so; (iii) use the Software to send spam or otherwise duplicative, unsolicited or fraudulent messages in violation of applicable laws; (iv) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (v) use the Software to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vi) intentionally interfere with or disrupt the integrity or performance of the Software; (vii) share product keys or passwords or access to the Software with any person or entity who is not a Licensee employee or contractor, or share any single product key or password between multiple users; or (viii) permit anyone other than an applicable Permit User of a given Program licensed to Licensee hereunder access to any other Additional Program licensed to Licensee hereunder.

11. SOFTWARE OWNERSHIP: All software and modules and modifications and all Academy Training Videos are the sole property of PM AM and all rights not expressly granted to Licensee in this Agreement are reserved by PM AM. PM AM is the owner of title, copyright, and other intellectual property. The software and Academy Training Videos are licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. Neither Licensee nor its Permitted Users may reverse engineer, decompile, or otherwise disassemble the software or otherwise attempt to derive any source code related to the HCM Program, any Additional Program, or any other technology used by PM AM to provides the services hereunder to Licensee. The HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services may not be copied or modified in any manner by Licensee, and Licensee shall cause its Permitted Users under such Programs to not copy or modify the HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services in any manner. This Agreement does not grant to Licensee or its Permitted Users any rights to trademarks or service marks of PM AM.

12. OWNERSHIP OF DATA: Unless otherwise contested by a third party, Licensee shall retain sole ownership of all data of Licensee entered into HCM or any Additional Program to which Licensees has subscribed by Licensee or its Permitted Users during the term of this Agreement. Licensee is responsible for maintaining the security and confidentiality of all usernames and passwords used by Licensee's Permitted Users. Subject to the terms and conditions of this

Agreement, Licensee grants PM AM a non-exclusive license to use and exploit the Licensee Data to the extent reasonably necessary to enable PM AM to perform its obligations to Licensee under this Agreement. PM AM will use commercially reasonable efforts to keep Licensee Data protected. Upon request PM AM will provide backups to Licensee for Licensee's storage.

13. DATA PRIVACY: Licensee and PM AM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement HCM, any Additional Program licensed to Licensee, or the data of the other party which becomes accessible through the preparation and performance of this Agreement, and not to disclose such information to a third party. Notwithstanding the preceding, the confidentiality and non-disclosure obligations set forth in this Section do not apply to Licensee Data which (A) is generally available to the public other than as a result of disclosure by PM AM, (B) PM AM can establish was known to PM AM before disclosure by Licensee, (C) is obtained by PM AM after the date hereof from a third party that is lawfully in possession of such information and who is not under any obligation to keep such information confidential, and (D) is required or requested to be disclosed by court order, subpoena, data request or other legal process.

Notwithstanding the preceding, Licensee acknowledges and agrees that PM AM may collect and use in an anonymized manner, without compensation to Licensee, certain data of Licensee obtained by PM AM through the services provided by PM AM hereunder through the WBI Program, if licensed to Licensee hereunder (but not through either the HCM Program or the T.A.P. Program) that may not be identifiable to Licensee provided, that such data shall be used by PM AM solely for training, educational or research purposes including, but not limited to, the development of additional products, programs or services to be offered by PM M to its customers. PM AM represents and agrees that it will (i) use commercially reasonable efforts to safeguard such data, and (ii) use such data for only training, educational and research purposes, and it will not sell, license or otherwise distribute Licensee's Data to any third party (other than PM AM's employees or contractors for training, educational or research purposes) or incorporate Licensee's Data into any product, program, or service provided by PM AM to its customers.

14. DATA ACCESS:

(a) **Platform Access.** PM AM will use commercially reasonable efforts to provide Licensee with 24/7 access to the Software and, if licensed to Licensee hereunder, the Academy Training Videos, the T.A.P. Program and the WBI Program at a minimum of a 98% Annual Uptime Percentage. PM AM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PM AM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If the Annual Uptime Percentage is below 98% for a Service Year, Licensee is eligible to receive a Service Credit equal to two percent (2%) of the Fees (for the Hosted Services) for the month in which the incident of Unavailability in a Service Claim occurred; provided that the aggregate Service Credits that are due to Licensee in any Contract Year shall not exceed ten percent (10%) of the Fees (for the Hosted Services).

(b) **Service Credit Use.** PM AM will apply any Service Credits only against future services that Licensee requests during the next Contract Year. In the event that the next Contract Year is after the Initial Term and Licensee does not renew the Agreement for the Contract Year in which the Service Credit accrues, PM AM shall issue a refund to Licensee in the amount of such

Service Credit within thirty (30) days following the final day of, as applicable, the then-in-effect Contract Year. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1.00). Service Credits may not be transferred or applied to any other account.

(c) **Service Credit Terms.** To the extent permitted under Mississippi law, Licensee's sole and exclusive remedies for any Unavailability of the Software or Hosted Services or Academy Training Videos is the receipt of a Service Credit (if eligible) in accordance with the terms of this Agreement. Licensee will promptly, and no more than thirty (30) days after the month in which an incident occurs, report to PM AM any incident of Unavailability that it believes has occurred. To receive a Service Credit, Licensee must submit a Service Claim. Each Service Claim must be received by PM AM within thirty (30) days of the last day of the month in which the reported incident of Unavailability occurred, and PM AM must be able to confirm that the incident of Unavailability occurred. To the extent permitted under Mississippi law, Licensee's failure to submit a Service Claim and other information as required above will disqualify Licensee from receiving the rights granted under this Section 14.

(d) **Licensee Data Copy.** Upon termination of this Agreement or Licensee migrates to any other platform PM AM will, upon written request from Licensee within 30 days after termination of this Agreement or the date Licensee migrates to another platform, whichever is applicable, provide a copy of any Licensee Data in PM AM's possession or under its control with respect to the HCM Program or the Academy Training Library Program, but not with respect to the T.A.P. Program or the WBI Program. Thereafter, PM AM shall have no further obligation to retain any Licensee Data.

15. TERMINATION:

(a) **Termination by Licensee.** Licensee may terminate this Agreement at any time without cause by providing PM AM with written notice of termination a minimum of 30 days prior to Licensee's desired termination date.

(b) **Termination by PM AM.** If Licensee fails to make timely payments or breaches any other of its obligations hereunder, PM AM may immediately block access to HCM and any Additional Program licensed to Licensee hereunder and upon written notice to Licensee, terminate this Agreement effective immediately. In addition, to the rights and remedies set forth above, PM AM may terminate this Agreement at any time without cause upon written notice of termination to Licensee a minimum of 30 days prior to PM AM's desired termination date.

(c) **Effect of Termination.** Upon the expiration or other termination of this Agreement, the access of Licensee and its Permitted Users to the HCM Program and platform and all shall immediately terminate, subject to the obligation of PM AM to provide a copy of Licensee's Data in PM AM's possession to Licensee in accordance with the provisions of Section 13 hereof. The provisions of Sections 8, 10, 11, 12, 14, 15, 17, 18, 19 and 20 shall survive the expiration or termination of this Agreement.

16. WARRANTY: PM AM represents and warrants that it has title and ownership of HCM and the Academy Training Videos and the Additional Programs and has the authority to grant the licenses hereunder.

17. DISCLAIMER OF WARRANTY:

EXCEPT FOR PM AM'S WARRANTY THAT IT HAS TITLE TO ITS SOFTWARE, THE HCM PROGRAM, AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER THE SOFTWARE, THE HCM PROGRAM AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER AND THEIR RELATED MATERIAL AND THE ACADEMY TRAINING VIDEOS SUBSCRIBED TO BY LICENSEE HEREUNDER ARE, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE, THE HCM PROGRAM OR THE ADDITIONAL PROGRAM OR PROGRAMS SUBSCRIBED TO BY LICENSEE OR THE ACADEMY TRAINING VIDEOS WILL MEET LICENSEE'S REQUIREMENTS. PM AM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. LICENSEE ACKNOWLEDGE THAT PM AM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PM AM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. INDEMNIFICATION:

(a) Indemnification by PM AM. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, PM AM WILL DEFEND, INDEMNIFY, AND HOLD LICENSEE AND ITS OFFICERS AND DIRECTORS (OR MANAGERS, IF LICENSEE IS A LIMITED LIABILITY COMPANY OR GENERAL PARTNERS IF LICENSEE IS A PARTNERSHIP) (THE "LICENSEE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") BROUGHT AGAINST LICENSEE ALLEGING THAT LICENSEE'S USE OF THE HCM PROGRAM OR ANY OTHER ADDITIONAL PROGRAM IF LICENSED TO LICENSEE HEREUNDER OR THE ACADEMY TRAINING VIDEOS IF LICENSED TO LICENSEE HEREUNDER INFRINGES ON A PATENT, COPYRIGHT, TRADEMARK, OR A TRADE SECRET OWNED BY SUCH THIRD PARTY, THEN WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE CLAIM, PM AM SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR LICENSEE THE RIGHT TO CONTINUE USING THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO, OR (2) REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS THAT DO NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.

(b) Indemnification by Licensee. TO THE EXTENT PERMITTED BY MISSISSIPPI, LAW AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH

IN THIS SECTION 18, LICENSEE WILL DEFEND, INDEMNIFY, AND HOLD PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PM AM ARISING FROM OR RELATED TO THE BREACH OF LICENSEE'S DUTIES OR OBLIGATIONS HEREUNDER.

(c) Limitation on Liability and Indemnification Obligations. PM AM SHALL HAVE NO OBLIGATION TO INDEMNIFY THE LICENSEE INDEMNIFIED PARTIES TO THE EXTENT THAT THE ALLEGED INFRINGEMENT AROSE FROM THE MODIFICATION OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER, AS APPLICABLE, BY LICENSEE OR A PERMITTED USER OR RESULTED FROM THE USE OF THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO FOR OTHER THAN A PERMITTED PURPOSE. IN ADDITION, NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, IN NO EVENT WILL ANY INDEMNIFYING PARTY BE RESPONSIBLE TO ANY INDEMNIFIED PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.

EXCEPT FOR PM AM'S OBLIGATION TO INDEMNIFY LICENSEE AGAINST A THIRD PARTY CLAIM FOR INFRINGEMENT PURSUANT TO THE PROVISIONS OF SECTION 18 HEREOF, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, IN NO EVENT WHATSOEVER SHALL PM AM BE LIABLE TO LICENSEE OR ITS SUCCESSORS OR ASSIGNS OR PERMITTED USERS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO MONETARY DAMAGES, ATTRIBUTABLE TO ITS ACTIONS OR INACTIONS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR SOLE NEGLIGENCE, WITH RESPECT TO (I) THE HCM PROGRAM, (II) ANY ADDITIONAL PROGRAM, (III) THE ACADEMY TRAINING VIDEOS (IF APPLICABLE), OR (IV) ITS SERVICES PROVIDED HEREUNDER, WHETHER FOR INDEMNIFICATION OR OTHERWISE, IN EXCESS OF THE FEES PAID TO PM AM BY LICENSEE UNDER THIS AGREEMENT WITHIN THE LAST TWELVE MONTH PERIOD FROM THE DATE THE CLAIM FOR INDEMNIFICATION ASSERTED AGAINST PM AM AROSE, WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE.

(d) Notice and Defense of Indemnification Claim. Within 15 days after receipt by an indemnified party under Section 18(a) or (18(b) of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under such Section, give written notice to the indemnifying party of the commencement thereof, but the failure so to notify the indemnifying party shall not relieve it of any liability that it may have to any indemnified party except to the extent the indemnifying party demonstrates that the defense of such action is prejudiced thereby. In case any such action shall be brought against an indemnified party and it shall give written notice to the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party. If the indemnifying party elects to assume the defense of such action, the indemnified party shall have the right to employ separate counsel at its own expense and to

participate in the defense thereof. If the indemnifying party elects not to assume (or fails to assume) the defense of such action, the indemnified party shall be entitled to assume the defense of such action with counsel of its own choice, at the expense of the indemnifying party. If the action is asserted against both the indemnifying party and the indemnified party and there is a conflict of interests which renders it inappropriate for the same counsel to represent both the indemnifying party and the indemnified party, the indemnifying party shall be responsible for paying for separate counsel for the indemnified party; provided, however, that if there is more than one indemnified party, the indemnifying party shall not be responsible for paying for more than one separate firm of attorneys to represent the indemnified parties, regardless of the number of indemnified parties. If the indemnifying party elects to assume the defense of such action, (a) no compromise or settlement thereof may be effected by the indemnifying party without the indemnified party's written consent (which shall not be unreasonably withheld) unless the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party shall have no liability with respect to any compromise or settlement thereof effected without its written consent (which shall not be unreasonably withheld).

19. FORCE MAJEURE: PM AM is released from its obligations to perform services or provide access to its Programs licensed to Licensee under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PM AM, including, without limitation, (i) national emergency, (ii) acts of God, (iii) strikes or other labor issues, (iv) disruption of electrical service, (v) cable or network damage caused by a third party, (vi) natural disasters, (vii) pandemics, or (viii) governmental restrictions relating to quarantines, shelter in place, closures or restrictions on operations of businesses similar to those imposed under the COVID 19 Pandemic (a "**Force Majeure Event**"). PM AM's liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service.

20. GENERAL: THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI WITHOUT GIVING EFFECT TO THE CONFLICT LAWS RULES OR CHOICE OF LAWS RULES THEREOF. VENUE FOR ANY ACTION BROUGHT RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER SHALL BE PROPER ONLY IN THE STATE COURTS FOR JACKSON COUNTY, MISSISSIPPI, WHICH COURTS ARE THE EXCLUSIVE COURTS OF VENUE AND JURISDICTION. The headings are convenience only and do not affect the terms or provisions hereof. This Agreement may not be assigned by Licensee. This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by all parties.

(Signature Page Follows on Next Page)

The parties hereto caused this Agreement to be executed by their duly authorized

representatives.

Licensee

Name: _____

Title: _____

Signature: _____

Date: ____/____/____

PM AM Corporation:

Name: Mike Schwind

Title: Director-HCM

Signature: _____

Date: ____/____/____

EXHIBIT “A”
ADDITIONAL PROGRAMS

Description of Additional Programs

Following is a description of the Additional Programs offered by PM AM to Licensee. Notwithstanding the description of the Additional Programs in this Exhibit, Licensee shall only receive a License to those Additional Programs subscribed to by Licensee in accordance with the provisions of Section 3 of the foregoing Agreement.

Notwithstanding the description of the Additional programs below, Licensee shall have no rights with respect to such Program and shall not receive a License to use such Program unless Licensee has specifically subscribed to such Program by initialing the applicable line or lines set forth in Section 3 above and paying the applicable fee therefor.

ACADEMY TRAINING LIBRARY PROGRAM

In the event Licensee selected item 3(a) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to have its Academy Training Permitted Users (as hereinafter defined) access, view and use only those specific PM AM Training Videos (the “**Academy Training Videos**”) contained in the PM AM standard video library as more fully described or enumerated in the access link provided by PM AM to Licensee (the “**Standard Video Academy**”) and accessible on the HCM Website during the term of this Agreement for the sole purpose of assisting Licensee in teaching and training its personnel on various matters or subjects of interest to its personnel and covered by such training videos, which such purpose is hereinafter referred to as the “**Academy Training Purpose**” PM AM may modify or replace videos in its Video Academy from time to time during the term of this Agreement and without prior notice to Licensee and without adjustment of the service fee payable by Licensee to PM AM as set forth in Section 87 hereof.

Notwithstanding the preceding, Licensee may not resell, license or distribute the Academy Training Videos to any third party or use the Academy Training Videos for any purpose other than the Academy Training Permitted Purpose or share login information and passwords relating to the Academy Training Videos with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the Academy Training Videos for the Academy Training Permitted Purpose by assigning such personnel a user identification number and password (“**Academy Training Permitted Users**”).

Additional Restriction Applicable to Academy Training Library Program

In addition to the restrictions set forth in Section 10 of the Agreement, with respect to the Academy Training Videos if licensed to Licensee hereunder, Licensee shall not, and shall ensure that its Academy Training Permitted Users shall not: (i) copy, reproduce, modify, redistribute, sell, broadcast, rent, share, lend, edit or otherwise transfer or use any Academy Training Videos, (ii) distribute the content of any Academy Training Video via peer to peer networks or otherwise to anyone other than a Academy Training Permitted User, (iii) upload the content of any Academy Training Video to a public or private repository, (iv) use or otherwise exploit any Academy Training Video for commercial gain, or (v) permit anyone other than a Video Training Permitted User access to any Academy Training Videos.

Additional Disclaimer With Respect To Academy Training.

IF LICENSEE HAS RECEIVED A LICENSE TO USE THE STANDARD VIDEO ACADEMY, LICENSEE ACKNOWLEDGES THAT, ALTHOUGH PM AM REASONABLY BELIEVED THAT AT THE TIME A SPECIFIC ACADEMY TRAINING VIDEO WAS PRODUCED, THE CONTENT THEREOF WAS PREPARED BASED ON AND SATISFIED CERTAIN MINIMUM GUIDELINES FROM THE DEPARTMENT OF JUSTICE AND VARIOUS STATE COMPLIANCE BOARDS, LICENSEE ACKNOWLEDGES THAT SUCH GUIDELINES MAY BE CHANGED OR OTHERWISE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO PM AM. CONSEQUENTLY, PM AM MAKES NO REPRESENTATION THAT THE CONTENT OF AN ACADEMY TRAINING VIDEO CURRENTLY SATISFIES THE MINIMUM REQUIREMENTS OF THE STATE IN WHICH LICENSEE IS LOCATED. LICENSEE ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO OVERSEE THE TRAINING OF ITS PERSONNEL. LICENSEE HAS THE RIGHT TO ACCEPT AND USE THE ACADEMY TRAINING VIDEOS OR TO REJECT SUCH VIDEOS AND EMPLOY OTHER TRAINING METHODS. CONSEQUENTLY, TO THE EXTENT PERMITTED UNDER STATE LAW, AS A MATERIAL INDUCEMENT TO PM AM TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER, LICENSEE HEREBY IRREVOCABLY RELEASES ANY AND ALL CLAIMS OTHER THAN CLAIMS ARISING FROM COPYRIGHT INFRINGEMENT, THAT LICENSEE MAY HAVE AGAINST PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE ACADEMY TRAINING VIDEOS INCLUDING, BUT NOT LIMITED TO, ITS CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY MATTER THAT LICENSEE MAY FIND OFFENSIVE, INDECENT OR OBJECTIONABLE), THE OPINIONS OF THE SUBJECT MATTER EXPERTS SET FORTH THEREIN, OR ITS COMPLIANCE WITH THE GUIDELINES PROMULGATED BY THE DEPARTMENT OF JUSTICE OR APPLICABLE STATE AGENCIES.

IN ADDITION, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE ACADEMY TRAINING VIDEOS WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.

THREAT ASSESSMENT AND PLANNING PROGRAM

The Threat Assessment and Planning Program, (“T.A.P.” or “T.A.P. Program”) is a software application service which PM AM owns and provides via the internet to various businesses, venues and schools who subscribe to such Program. The software is installed at a server at PM AM or at PM AM’s election, at a third party. The service is used via internet or other data connection. In the event Licensee selected item 3(b) in the foregoing Agreement, PM AM grants to Licensee and each of its T.A.P. Permitted Users (as hereinafter defined), in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-

sublicensable right to access and use the T.A.P. Program and controlled HCM website during the term of this Agreement for the sole purpose of assisting Licensee and the T.A.P. Permitted Users in accomplishing their goals related to the identification, evaluation, and management of potential threats pertaining to potential unfavorable acts against the property, business personnel, employees, visitors or guests of Licensee or its T.A.P. Permitted Users, including identifying risks (as defined by Licensee), assessing threats, developing intervention plans, and assisting in the preparation of reports and the development and implementation of follow-up action to address the issues underlying such threats, which such purpose is hereinafter referred to as the “**T.A.P. Permitted Purpose.**” Licensee may not use the T.A.P. Program for any purpose other than the T.A.P. Permitted Purpose. This license covers and includes all related interfacing modules that may be used in order to interface T.A.P. with existing onsite applications and processes.

Notwithstanding the preceding, Licensee may not resell, license or distribute the T.A.P. Program to any third party or use the T.A.P. Program for any purpose other than the Permitted Purpose or share login information and passwords relating to the T.A.P. Program with any third party; provided, however, Licensee may permit its authorized constituent departments, schools or similar educational facilities and their authorized personnel to access the PM AM Website to use the T.A.P. Program for the Permitted Purpose by assigning such constituents and personnel a username and password (“**T.A.P. Permitted Users**”).

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the T.A.P. Program, and PM AM Website. To the extent permitted under Mississippi law, Licensee shall be bound by and observe, and Licensee shall cause its T.A.P. Permitted Users to observe, such updated rules in using the T.A.P. Program after receipt of a copy of such rules or after such updated rules are posted on the PM AM Website.

Additional Disclaimer With Respect to T.A.P. Program

LICENSEE UNDERSTANDS THAT THE SOFTWARE AND T.A.P. PROGRAM ARE ONLY TOOLS TO BE USED BY LICENSEE AND ITS USERS TO ASSIST THEM IN IDENTIFYING POTENTIAL THREATS OR VIOLENT ACTS BY OTHERS RELATING TO SCHOOL SAFETY AND THAT THE SUCCESS OF THE T.A.P. PROGRAM DEPENDS UPON THE INFORMATION INPUTED INTO THE T.A.P. PROGRAM BY LICENSEE AND ITS PERMITTED USERS AND THEIR TIMELY AND PROPER EVALUATION OF SUCH INFORMATION AND PROMPT ACTION THEREON. CONSEQUENTLY, PM AM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE USE, OUTPUT, OR RESULTS OF THE USE OF THE SOFTWARE OR THE T.A.P. PROGRAM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR ABILITY TO PREDICT AN INCIDENCE OF INJURY OR LOSS RELATING TO THE PERSON OR PROPERTY OF LICENSEE, ITS USERS, ITS STUDENTS OR THE OCCUPANTS OF BUILDINGS OWNED OR LEASED BY LICENSEE OR ITS PERMITTED USERS. IF LICENSEE RELIES ON THE RESULTS OF THE SOFTWARE OR THE T.A.P. PROGRAM, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES THE RESPONSIBILITY FOR THE RESULTS.

(Continued on Next Page)

WORKFORCE BEHAVIORAL INTERVENTION PROGRAM.

In the event Licensee selected item 3(c) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Workforce Behavioral Intervention Program (“**WBI**”). WBI allows for Licensee and its WBI Permitted Users (as hereinafter defined) to utilize behavioral science based questions, at their own risk, designed by a third party to highlight behavioral red flags that may negatively impact performance, conduct, attendance and safety in an organization in order to assist such organization in implementing proactive steps to reduce risk and help increase employee performance (the “**WBI Permitted Purpose**”). Licensee agrees and fully understands that any use of the WBI is at Licensee’s sole risk. The information presented on or through WBI is made available solely for general information purposes. PM AM does not warrant the accuracy, completeness, or usefulness of any WBI information. To the extent permitted under Mississippi law, **PM AM disclaims all liability and responsibility arising from any reliance placed on such WBI materials by Licensee or by anyone who may be informed of any of the WBI content.**

Notwithstanding the preceding, Licensee may not resell, license or distribute the WBI Program to any third party or use the WBI Program for any purpose other than the WBI Permitted Purpose or share login information and passwords relating to the WBI Permitted Purpose with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the WBI Program for the WBI Permitted Purpose by assigning such personnel a user identification number and password (“**WBI Permitted Users**”).

Additional Disclaimer With Respect to WBI Program

LICENSEE ACKNOWLEDGES THAT THE WBI CONTAINS CONTENT PROVIDED BY A THIRD PARTY CONTRACTOR TO PM AM. TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, WBI IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. PM AM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OF IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT WBI WILL MEET ANY LICENSEE REQUIREMENTS. PM AM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY CONTENT DISPLAYED THROUGH WBI OR THE ABILITY OF WBI OR HCM TO FIND, DISCOVER, RECOGNIZE, PERCEIVE, HIGHLIGHT, INTERPRET, DISCLOSE OR REVEAL ANY OR ALL POTENTIAL RISK FACTORS, INCIDENTS OR EVENTS AND TO ADVISE OR ALERT LICENSEE TO SUCH MATTERS AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR. IF LICENSEE RELIES ON THE RESULTS OF WBI, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES SOLE RESPONSIBILITY FOR THE RESULTS. LICENSEE IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY LICENSEE INTERNAL TALENT REQUIREMENTS. NEITHER PM AM NOR ANY PERSON ASSOCIATED WITH PM AM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR ACCURACY OF THE WBI. WITHOUT LIMITING THE FOREGOING, PM AM NOR ANYONE ASSOCIATED WITH PM AM REPRESENTS OR WARRANTS THAT THE WBI, ITS CONTENT, OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE WBI WILL BE ACCURATE, RELIABLE, OR ERROR-FREE.

IN ADDITION, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE HCM PROGRAM OR WBI PROGRAM WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMENTS OR GUIDELINES OF ANY GOVERNMENTAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Approval of the Resolution authorizing
designated vehicles to be unmarked

Introduced by:
Contact Person/Telephone

Chief David Bever 497-8000

Summary Explanation: Approval of the Resolution authorizing designated vehicles to be unmarked, pursuant to Miss. Code Ann. §25-1-87

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 000-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO AUTHORIZE DESIGNATED VEHICLES TO BE UNMARKED PURSUANT TO MISS. CODE ANN. § 25-1-87

WHEREAS, Section 25-1-87 of the Mississippi Code requires identifying marks on vehicles owned by municipalities and other government entities; and

WHEREAS, Section 25-1-87 of the Mississippi Code permits a municipality to designate certain vehicles to unmarked when identifying marks would hinder official criminal investigations: and

WHEREAS, the Gautier Chief of Police has requested certain vehicles be unmarked so as to not hinder official criminal investigations in which said vehicles are used; and

WHEREAS, the Mayor and Council, upon the recommendation of the Chief of Police, have determined that the following vehicles should be unmarked so as not to hinder official criminal investigations in which it is used by the Gautier Police Department:

City Asset Number	Vehicle Identification Number
4235	1FTFW1P81PKD22803
4236	1FTFW1P80PKD08407
4237	1FTFW1P84PKD08409

WHEREAS, the Mayor and Board of Councilman, in accordance with Section 25-1-87 request the City Clerk to enter this resolution on the minutes of the meeting in which it was approved and to furnish a certified copy of this resolution to the Department of Audit.

THEREFORE, BE IT RESOLVED by the Mayor and Board of Councilman of the City of Gautier, Mississippi on this the 21st day of February 2023.

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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chief David Bever, Police Department
Date: February 21, 2023
Subject: Designation of Unmarked Police Vehicles

REQUEST:

The Police Chief requests the City Council to adopt a resolution authorizing designated vehicles as unmarked.

BACKGROUND:

Mississippi State statute 25-1-87 requires governing authorities of municipalities to authorize the use of unmarked police vehicles when identifying marking would hinder criminal investigations by the police. Municipalities not in compliance could result in tax revenue being withheld by the State. The State requires the vehicle identification number (VIN) and the City asset number be documented when approved and submitted to the State Department of Audit.

DISCUSSION:

The following vehicles need to be authorized and designated as unmarked:

City Asset Number	VIN
4235	1FTFW1P81PKD22803
4236	1FTFW1P80PKD08407
4237	1FTFW1P84PKD08409

Once these vehicle are outfitted with equipment, three current unmarked vehicles will be taken out of service by the police department.

RECOMMENDATION:

The Police Chief recommends the Council to adopt a resolution authorizing the listed police vehicles as unmarked.

ATTACHMENT(S):

1. Resolution
2. State Statute

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

February 21, 2023
Approval of a Non-Exclusive Facility Use
Agreement with Diamond Dawgs Softball
Organization for Buddy Davis Park

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a Non-Exclusive Facility Use Agreement with Diamond Dawgs Softball Organization for Buddy Davis Park

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 000-2023

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive facility use agreement with Diamond Dawgs Softball Organization in order for teams to hold practices on a routine basis at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Facility Agreement with Diamond Dawgs Softball Organization for Buddy Davis Park 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 February 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: February 16, 2023
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with Diamond Dawgs Softball Organization.

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreements and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation departments activities.

DISCUSSION:

The City will grant Diamond Dawgs Softball Organization non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Diamond Dawgs Softball Organization and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's Recreational facilities. Diamond Dawgs Softball Organization Sports will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning March-July. Diamond Dawgs Softball Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization

ATTACHMENT(S):

Non-Exclusive Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization.

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

**NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND
SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES**

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Diamond Dawgs Softball Organization and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. Diamond Dawgs Softball Organization will compensate the city at a rate of \$250 per team to include 1-2 practices weekly beginning February-July. Diamond Dawgs Softball Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

2. Use and Possession:

- A.** User shall use the Facilities for the purpose of conducting League practices only.
- B.** No other use is authorized without the written approval of the City Recreation Department.

- C. Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.
- D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

- A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.
- B. City shall mow, weed eat the fields, and provide facilities maintenance.
- C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

- A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.
- B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.
- C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

- A. No alcoholic beverages allowed on property; zero tolerance.
- B. No tobacco products allowed within fenced facilities; zero tolerance.
- C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).
- D. No golfing of any kind.
- E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.
- F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. League Requirements:

A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.

B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.

C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. Documentation Requirements:

A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. Hold Harmless:

A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the _____ day of _____, _____.

USER:

CITY OF GAUTIER

CITY MANAGER

PRINT NAME AND TITLE

PRINT NAME

PRINT LEAGUE NAME

SEASON : _____ **(YEAR)**

LEAGUE PRESIDENT: _____

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 21, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
