Hancock County Board of Supervisors

Regular Meeting Minutes

December 19, 2022 at 9:00 a.m.

Board Meeting Room

1. Call to Order

The Board of Supervisors would like to open the Monday, December 19, 2022 meeting in respectful honor and loving memory of our fallen heroes, Sergeant Steven Robin and Officer Branden Estorffe of the Bay St. Louis, Mississippi Police Department. Please pray for the fallen officer's families, fellow officers, the assailant's family, and our entire community.

A. Pledge of Allegiance
Gary Yarborough lead

B. Invocation

2. Roll Call

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

4.H.5. - Motion to authorize Digital Engineering to advertise for two weeks (December 21, 2022 and December 28, 2022) in The Sea Coast Echo and the Mississippi Procurement Technical Assistance Program (MPTAPO) online Agency Bid Bank for bids regarding Road 374 Drainage Improvements designed by Chiniche Engineering & Surveying. The bids will be opened at the February 6, 2023 Meeting.

6.K.3. - Motion to add to today's docket, an invoice payable to CBR Cleaning Services in the amount of $13,250.00.

7.H.3. - Discussion regarding the request for a stop light at the corner of Kiln Delisle and Kapalama Drive Kiln Delisle and Kalama.

7.K.4. - Motion to authorize closing with Mr. Wesson for the property as authorized at the July 18th meeting.

The record reflects a brief discussion by Mr. Mark Calvert regarding the Lakeshore Community Center

A. **Motion to:** Motion to accept the agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. All Hancock County Offices will be closed on Friday, December 23, 2022 and Monday, December 26, 2022 in observance of the Christmas Holiday.

B. The Southern Mississippi Planning and Development District (SMPDD) has set up an account to accept donations for the families of the fallen officers, Sergeant Steven Robin and Officer Branden Estorffe. You can donate following the instructions on the attached Press Release.

1. Press Release regarding fund for Fallen Officers, Sergeant Steven Robin and Officer Braden Estorffe

RESULT: NO ACTION TAKEN

C. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Tuesday, January 3, 2023 (due to New Year's Holiday observed on Monday).

D. Biweekly payroll for ending date December 3, 2022 with a check date of December 9, 2022 totaled $816,287.12

E. The Board of Supervisors will be receiving electronic and sealed bids regarding Bridge and Approaches on the South Railroad Avenue being known as Project No. LSBP-23(11) on Monday, February 6, 2023 at 10:00 a.m.

F. The Board of Supervisors will be receiving electronic and sealed bids for the construction of the Road 374 Drainage Improvements on Monday, February 6, 2023 at 10:00 a.m.

G. Bid Openings

1. Motion to spread on the Minutes, the Certified Proof of Publication for 2022 or newer, Dozer.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Certified Proof of Publication for 2022 or newer, Excavator.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to open and take under advisement Bids received for a 2022 or newer, Dozer.

The record reflects the following Bids were received:

Dozer - Lyle Machinery - $154,569

Dozer - Puckett Machinery - $177,934

Dozer - Equipment Inc - $150,035 - trade option $25,000 - with trade - $125,035

Dozer - Justin Stribling Equip - $189,900.27

The record further reflects no one claimed to have submitted a bid that was not read aloud

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to open and take under advisement Bids received for a 2022 or newer, Excavator.

The record reflects the following bids were received:

Excavator - Justin Strayhan - 122,606.81

Excavator - Puckett Machinery - 101,905.72 - trade in - $38,000 - total sale after trade - $65,502.72

Excavator - Lyle - 122,932.00 - trade allowance - 40,000

The record further reflects no one claimed to have submitted a bid that was not read aloud

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Bid Opening - Digital Engineering - Bruce Newton/Mike Prine

1. Motion to spread on the Minutes, the Certified Proof of Publication regarding Lawrence Ladner Road Drainage Improvements.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the Certified Proof of Publication regarding Pontiac Drive and Texas Flat Road Drainage Improvements.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to open and take under advisement Bids received regarding Lawrence Ladner Road Drainage Improvements.

   The record reflects the following paper submissions were received:

   Moran Hauling Inc - $229,132.50

   LJ Construction - $130,756.40

   Gulf Coast Business - $187,748.00

   The record reflects the following electronic submissions were received:

   Holiday Construction - $224,200

   ERS Inc - $235,235.00

   SCI Inc - $204,442.50

   Kort's Inc - $222,855

   J Bearden - $159,951

   JLB - $248,060

   DNA Underground - $178,238.00

   The record reflects that no one claimed to have submitted a bid that was not read aloud

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to open and take under advisement Bids received regarding Pontiac Drive and Texas Flat Road Drainage Improvements.

The record reflects the following paper submissions were received:

Moran Hauling, Inc. - Base Pontiac $580,574.25 - Base Texas Flat $360,771.50 - Alt A Texas Flat - $31,250 - Alt B Texas Flat - $45,625.00 - Alt C Pontiac - $45,004.00 - Total Base Texas Flat and Pontiac - $941,345.75

LJ Construction - Base Pontiac $539,892.09 - Base Texas Flat $338,477.16 - Alt A Texas Flat - $6,250.00 - Alt B Texas Flat - $6,570.00 - Alt C Pontiac - $34,155.52 - Total Base Texas Flat and Pontiac - $978,369.25

No one claimed to have submitted a bid that was not read aloud

The record reflects the following electronic submissions were received:

Holliday - Base Pontiac $676,090.00 - Base Texas Flat $$468,251.40 - Alt A Texas Flat - $31,250.00 - Alt B Texas Flat - $63,875.00 - Alt C Pontiac - $58,970.00 - Total Base Texas Flat and Pontiac - $1,144,341.40

DNA - Base Pontiac $707,185.00 - Base Texas Flat $490,545.00 - Alt A Texas Flat - $40,625.00 - Alt B Texas Flat - $25,185.00 - Alt C Pontiac - $67,795.00 - Total Base Texas Flat and Pontiac - $1,197,730.00

Jay Bearden - Base Pontiac $535,741.25 - Base Texas Flat $362,540.50 - Alt A Texas Flat - $5,000.00 - Alt B Texas Flat - $7,482.50 - Alt C Pontiac - $33,589.00 - Total Base Texas Flat and Pontiac - $898,281.75

Bottom 2 top - Base Pontiac $481,476.23 - Base Texas Flat $279,167.51 - Alt A Texas Flat - $7,187.50 - Alt B Texas Flat - $4,197.50 - Alt C Pontiac - $34,205.37 - Total Base Texas Flat and Pontiac - $760,643.41

JLB - Base Pontiac $769,037.50 - Base Texas Flat $538,245.00 - Alt A Texas Flat - $18,750.00 - Alt B Texas Flat - $12,775.00 - Alt C Pontiac - $45,820.00 - Total Base Texas Flat and Pontiac - $1,307,282.50

All electronic submissions

No one claimed to have submitted a bid that was not read aloud

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to authorize Digital Engineering to advertise for two weeks (December 21, 2022 and December 28, 2022) in The Sea Coast Echo and the Mississippi Procurement Technical Assistance Program (MPTAPO) online Agency Bid Bank for bids regarding Road 374 Drainage Improvements designed by Chiniche Engineering & Surveying. The bids will be opened at the February 6, 2023 Meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port and Harbor Commission's Resolution #20221212-01, approving the December 12, 2022 Docket of Claims in the amount of $619,717.16 (GO: $201,867.85; RR: $78,384.96; IP: $218,686.31; AP: $78,251.16; FAA: $42,526.88).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to accept the Hancock County Port and Harbor Commission’s Resolution #20221212-02, FY2023 Budget Amendment #2 for increases to the General Operating Budget for the Purchase of OnBase, in the amount of $116,000, and Increase the Airport's Operating Budget for the Purchase of a Replacement Weather Sensor on the Automated Weather Observation System (AWOS), in the amount of $28,000.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-10, Termination of Lease with Tyonek Services Group for Aircraft Packing Hangar, effective November 30, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-11, Authorizing Execution of Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park for $1.00 per month for Fifty Years, and authorize letter of support from the Board of Supervisors.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to accept Hancock County Port and Harbor's Resolution #20221212-14, Authorizing Sole-Source Purchase with RSINet, LLC and/or All Weather Inc., to Replace the Present Weather Sensor on the Automated Weather Observation System at Stennis International Airport to Include Labor by RSINet, LLC., in the total amount, not to exceed $28,000.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-16, Authorizing the Execution of Task Order #4 with Cypress Environmental for Special Management Area Plan and United States Army Corps of Engineers, Section 214, Agreement for an amount not to exceed $195,746 for PB2305.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-17, Authorizing Sole-Source Purchase Order for PB2303 Security Project to State of the Art Systems for $172,963.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-18, Authorizing Agreement with International Association of Maritime and Port Executives for Professional Services Associated with Strategic Action Planning for an amount not to exceed $38,950.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to accept Hancock County Port and Harbor Commission's Resolution #20221212-20, Authorizing Award of Contract for AP2302 Run-Up Pad to

Floore Industrial Contractors Inc., for $1,231,275.32. The record reflects an approval contingent upon execution of the agreement, provision of payment and performance and insurance from Floore Industrial Contractors, Inc.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

10. Motion to approve Hancock County Port and Harbor Commission's Resolution #20221212-24, Authorizing Employment Agreement of Blaine G. LaFontaine as Executive Director/Chief Executive Officer.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve renewal of agreement between CodeRED and Hancock County Emergency Management Agency for the period of January 01, 2023 through December 31, 2023 at a total cost of $7,846.30 and authorize Board President to sign.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the 2023 Hancock County Comprehensive Emergency Management Plan.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. E-911/Dispatch

1. Motion to accept the resignation from Destiny Cuevas as a full time dispatcher, effective December 29, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve hiring Angela Freeman as a full time dispatcher at the rate of pay of $15.50 per hour, effective December 18, 2022, pending successful completion of drug screen, physical and a 90 day probationary period.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve moving Desirae Necaise to Dispatch Supervisor, with a rate of pay of $17.00 per hour, effective December 18, 2022.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to rescind hiring Shea Welford as a full time Dispatcher that was approved on the December 5, 2022 meeting; she turned down the position.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve Dispatchers Dora Jones, Jolene Dougherty, Jadyn Olson, Caylee Shaw, Taylor Holston, Rebecca Necaise, Angela Freeman and Alisha Stanton to attend the NECI Bomb Threat Course at Stone County E911 on January 12, 2023. The cost is $150.00 per person for a total of $1,050.00.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve Dispatchers Tracy Ladner, Kelsey Saldiveri and Rachel Warner to attend NECI Bomb Threat Course at Stone County E911 on January 13, 2023. The cost is $150.00 per person for a total of $450.00.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

D. Justice Court

1. Motion to approve Catherine Garcia to travel to attend the MJCCA Annual Convention to be held in Oxford, Mississippi on January 25-27, 2023.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

E. Cadene Insurance - Frank Bordeaux

1. Motion to authorize all county officials as appropriate to work until January 1, 2023 to bind coverage with Mr. Bordeaux and Cadence Insurance in an amount not to exceed, absent other any authority from the Board in the amount of 2.1 million dollars.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

F. IT Department

G. Purchasing

1. Motion to reject all Term Bids that were opened at the December 5, 2022 meeting, except for unprocessed gravel, and authorize permission to re-advertise.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and accept the low and alternate for Unprocessed Gravel Bids, that were opened at the December 5, 2022 meeting, and spread the bid tabulations on the Minutes.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve re-advertisement for County Semi-Annual Term Bids, on the Agency bid Bank and the Sea Coast Echo as follows: Office Supplies, Janitorial Supplies, Liquid Asphalt, Hot Bituminous in place & picked up, Cold Bituminous in place & picked up, Micro surfacing and Seals, Portable Toilet Service, Gravel & Sand, Limestone, Culverts & Couplings, Highway Signs, Portable Toilet Services, Pest Control Services and Highway Posts.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve re-advertising for Depository Services on the Agency Bid Bank and the Sea Coast Echo for the Two Year Period, beginning January 1, 2023 through December 31, 2024.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve re-advertising for Newspaper Publications Services on the Agency Bid Bank and the Sea Coast Echo, beginning January 1, 2023 through December 31, 2023.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Scotty Adam, District 4
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve and spread on the Minutes, the Credit Card Report for December 19, 2022. This report reflects all credit card charges that are presently on the docket for payment.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

H. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on December 1, 2022. The record reflects this is not for final approval as we

have two appeals on this item, and set hearing from Monday, January 17, 2023 at 1:30 p.m.

RESULT: **TABLED [UNANIMOUS]**

Next: 1/17/2023 1:30 AM
MOVER: Scotty Adam, District 4
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion/Motion to waive the fees for the Lakeshore Community Center for Friday, June 9, 2023, thru Monday, June 12, 2023 for Bayside Baptist Church to host a Boy's Retreat that would require a $90.00 fee from attendees to cover food and other expenses. The record reflects this request was denied; the vote reflected is a Move and Second to deny the request.

RESULT: **FAILED [0 TO 5]**
MOVER: Scotty Adam, District 4
SECONDER: Theresa Ryan, District 1
NAYS: Ryan, Shaw, Koenenn, Adam, Ladner

I. Parks & Recreation

1. Motion to approve auctioning off excess items from the arena. These items are not on inventory (PVC Pipe, Concrete Blocks, Concrete wire panels).

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion/Motion to approve waiving any fees for the Hancock Bowling team to use the Necaise ball field concession for a fundraiser.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

J. Inventory Clerk

K. Comptroller

1. Motion to approve the docket of claims for December 19, 2022 in the amount of $128,599.60.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize Comptroller to invoice Hancock County Port & Harbor Commission for $60,000 for the Pearl River Community College Scholarship Program and authorize budget amendment for payment of this amount to the SMPDD.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to add to today's docket, an invoice payable to CBR Cleaning Services in the amount of $13,250.00.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

L. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday December 5th, 2022

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to spread on the Minutes, the following personnel changes: a. Adjust Kyle Malley’s pay to Lieutenant pay, at a rate of $22.00 per hour, effective December 18, 2022, b. Adjust Christopher Weiss’s pay to Sergeant pay, at a rate of $21.00 per hour, effective December 18, 2022, c. Remove the following from payroll, effective December 19, 2022: • Isaiah Marsh, • Dwayne Bremer, • Matthew Riascos, • Ray Murphy, • Joshua Mossey, • Robert Dorsey. d. Add Alex Kenney and Mikayla Smith to payroll as full time Correction Officers, at a rate of pay of $15.50 per hour, effective December 19, 2022. e. Add Michael Brooks to payroll as a full time Deputy, at a rate of pay of $20.00 per hour, effective December 19, 2022. f. Add Clay Necaise to payroll as a part time deputy, at a rate of pay of $12.00 per hour, effective

December 19, 2022. g. Stella Broder's rate of pay will be $21.30 per hour, effective January 1, 2023. This position will be 100% reimbursed by HIDTA.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, the following court awarded items and all associated accessories, magazines and ammunition (see attached order) to be added to inventory. • 2015 Infinity QX70, • Kriss .45 Caliber submachine gun, serial # 45P012333, • Glock 35 Gen.4 .40 Caliber handgun, serial # WFP381.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to surplus the following court awarded items and all associated accessories, magazines and ammunition and send to auction: • 2015 Infinity QX70, • Kriss .45 Caliber submachine gun, serial # 45P012333, • Glock 35 Gen.4 .40 Caliber handgun, serial # WFP381.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Youth Court / Family Treatment Court

F. Chancery Clerk

1. Motion to spread on the Minutes, the Chancery Clerk's November Land Redemption Settlement Check for $6,402.40 to the General Fund, and the Settlement Report.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Theresa Ryan, District 1
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

G. County Engineer

1. Motion to approve and authorize Board President to sign the Hurricane Zeta Clermont Harbor Pier Repairs Project Amendment No. 1 to the Standard Form Agreement between Hancock County Board of Supervisors and Compton Engineering.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Scotty Adam, District 4
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the Hurricane Zeta Washington Street Pier Repairs Project Amendment No. 1 to the Standard Form Agreement between Hancock County Board of Supervisors and Compton Engineering.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Darrin Bo Ladner, District 5
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to authorize the repairs of the Stewart Street Bridge with the costs being shared between the City of Bay St. Louis and Hancock County, subject to a written agreement with the City of Bay St. Louis in a form agreeable with the County Attorney, further, if the costs are less than $20,000, it is agreed to waive a performance bond that is authorized under statute and make the contract for construction subject to one single payment at the completion of the work, and spread both quotes on the Minutes.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve and authorize each member of the Hancock County Board of Supervisors to execute the Order Setting Forth the State Aid Project LSBP-23(12) Stewart Street Bridge.

RESULT: **WITHDRAWN [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

H. Road Manager

1. Motion to remove Alleigh Ladner from payroll in Buildings & Grounds Department due to her resignation, effective December 9, 2022.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Scotty Adam, District 4
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding a street light requested at the intersection Road 533 and Fenton Dedeaux Road.

   RESULT: **NO ACTION TAKEN**

3. The record reflects a brief discussion regarding the request for a stop light at the corner of Kiln Delisle and Kapalama Drive. MDOT has a division that tallies accidents in Hancock County. Road Manager, Vic Johnson will pursue investigation of the issue and bring back to the Board at a later meeting.

   RESULT: **NO ACTION TAKEN**

I. Grant Administrator

J. County Administrator

1. Motion to accept the letter of Resignation of Scott Schaefer and have a discussion regarding the IT Department.

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Darrin Bo Ladner, District 5
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize county attorney and county administrator to negotiate a service contract with Omni Technologies, LLC to cover IT network security and management, and keep the two in house IT Techs, and bring the service contract back to the first or second meeting in January.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and authorize Board President to execute the renewal of the Engineering Services contract with Compton Engineering.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the Pauper request regarding Eddie Moran, and spread letter from the Hancock County Coroner, Jeff Hair on the Minutes.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion/Motion to authorize the City of Bay St. Louis to close Beach Boulevard from the intersection of Main Street to Demontluzin from 6:00 p.m., on December 31, 2022 - 12:30 a.m., on January 1, 2023 for the Oyster Drop, and spread on the Minutes, Special Events Application.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to authorize advertising for a full time Receptionist/Clerical Assistant for the Board office as well as for a full time Inventory Clerk/Clerical Assistant for the Finance Department. The positions will be advertised in the Sea Coast Echo, the Hancock County Website and Facebook Page.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to spread on the Minutes, American Medical Response's Medical Supplies donated for FY2022 report, American Medical Responses Un-Compensated Care Report for 3rd Quarter, 2022, October 2022 Hancock County All Zones Report, and November 2022 Hancock County All Zones Report.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Kodie Koenenn, District 3
SECONDER: Darrin Bo Ladner, District 5
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

8. Hancock County Stormwater Training, Lisa Morrison, Compton Engineering

RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to authorize County Attorney to enter an Agreed Order to Todd N. Thriffiley, Attorney at Law, regarding Hancock County Chancery Case No. 23CH1:19-AD-11-JP, Adoption of A.A.K.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, Notice of Appeal from Appellant, Kelly Walker, on behalf of Community Members, and Notice of Appeal from Baker Donelson, representing the Southeast Louisiana Council, Boy Scouts of America, Inc., regarding Hancock County Planning and Zoning Commission's decision concerning Application Number 22-073, from the December 1, 2022, Meeting, and spread both receipts on the Minutes.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve and spread on the Minutes, a records management contract between the Hancock County Board of Supervisors and Tim Kellar in the amount of $2,000 per month, for a period of time beginning January 1, 2023 - December 31, 2023, and approve a budget amendment.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to authorize closing of the property behind the Annex with Mr. Ray Wesson.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

9. Public Comments

10. Executive Session

1. Motion to enter into a closed session to discuss the appropriateness of an executive session regarding personnel issues at the Animal Shelter.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to enter into an executive session regarding personnel issues at the Animal Shelter.

   The record reflects Shane Wyman, Animal Shelter Director, entered the executive session

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to exit executive session regarding personnel issues at the Animal Shelter, with no action taken.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. Adjourn/Recess

1. **Motion to:** Motion to recess the meeting at 11:40:10 AM, until 1:00 PM for the Public Hearings and continue the Regular Meeting for the consideration of awarding the dozer and excavator bids.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the December 19, 2022 have been read and approved.



Supervisor Scotty Adam, President

A PLACE APART

December 15, 2022

FOR IMMEDIATE RELEASE
PRESS RELEASE

Bay St. Louis, Mississippi— Sergeant Steven Robin and Officer Branden Estorffe died in the line of duty on December 14, 2022. The Southern Mississippi Planning and Development District (SMPDD) has an account to accept donations for fallen officers.

Those wishing to make a monetary donation to the families may mail or hand deliver donations to their office at 10441 Corporate Drive, Suite 1, Gulfport, MS 39503. Checks are to be made payable to Southern Mississippi Planning and Development District, and designate the Fallen Officer Fund in the memo line of the check.

Additionally, SMPDD has a bank account at Hancock Whitney Bank to receive donations for fallen officers. The name of the bank account is "Southern Mississippi Planning Fallen Officer Fund." Donations can be made at any Hancock Whitney branch.

For those wishing to donate online, you may go to www.smpdd.com homepage and click on the Fallen Officer Fund "Donate" button to donate via PayPal to the Fallen Officer Fund.

Donations to SMPDD are tax deductible.

Attachment: Press Release for Donations for BSL Officers.Dec 2022 - pdf (11847 : Fallen Officers Fund)

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, GEOFF BELCHER, general manager of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 23rd day of November 2022

On the 30th day of November 2022

On the _____ day of _____ 2022

On the _____ day of _____ 2022

General Manager

Sworn to and subscribed before me A NOTARY PUBLIC

This 2nd day of December 2022

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

ORIGINAL PUBLICATION REQUEST FOR PROPOSALS

Notice is hereby given that the Hancock County Board of Supervisors, Hancock County, Mississippi, will receive sealed proposals at the Board Office, 854 Highway 90, Bay Saint Louis, Mississippi, until 10:00 a.m. (CST) on Monday, December 19, 2022, and then publicly read aloud for a Dozer. The dozer must be 2022 or newer, 21,000 to 22,000 operating weight, enclosed cab heating and air conditioning, integrated rear view camera, integrated AM/FM radio, work light package, air suspension cloth seat, 25" wide track, 100 HP minimum, minimum 3.0 cubic yard blade, 5 year 3,000 HR extended premier full machine warranty, upon delivery dealer to provide air filters for service intervals up to 2,500 hours, must take delivery in thirty days or less after issuance of purchase order at 18382 Highway 43, Kiln, Mississippi 39556.

Proposal documents are being made available via digital or paper copy. Proposals may be submitted via sealed envelope or electronically at www.centralbidding.com until the time specified. Proposals received after the specified time will be returned unopened. Proposals submitted by sealed envelope must be addressed to Hancock County, County Administrator, 854 Highway 90, Bay Saint Louis, MS 39520 and designated as Proposal for Dozer.

The Owner expressly reserves the right to accept or reject any or all proposals or any part of any or all proposals based on a lowest and best proposal determination. If the proposal documents request separate proposals on phases or items of a project, the Owner reserves the right to accept or reject any or all proposals or any part of any or all proposals based on a lowest and best proposal determination on each phase or item for which a separate proposal is requested. The Owner reserves the right to waive informalities. The Hancock County Board of Supervisors will neither pay for any information herein requested nor be responsible for any costs incurred by the proposer.

11/23/22, 11/30/22

Attachment: Certified Proof of Publication re Dozer (11787 : Spread Certified Proof of Publication for Dozer)

General

Order ID: 2444
Export ID:
Status: approved
Price: 73.18
Order date: Nov 21, 2022 06:59 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 24.116.45.95

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24

Ad text

ORIGINAL PUBLICATION REQUEST FOR PROPOSALS Notice is hereby given that the Hancock County Board of Supervisors, Hancock County, Mississippi, will receive sealed proposals at the Board Office, 854 Highway 90, Bay Saint Louis, Mississippi, until 10:00 a.m. (CST) on Monday, December 19, 2022, and then publicly read aloud for a Dozer. The dozer must be 2022 or newer, 21,000 to 22,000 operating weight, enclosed cab heating and air conditioning, integrated rear view camera, integrated AM/FM radio, work light package, air suspension cloth seat, 25" wide track, 100 HP minimum, minimum 3.0 cubic yard blade, 5 year 3,000 HR extended premier full machine warranty, upon delivery dealer to provide air filters for service intervals up to 2,500 hours, must take delivery in thirty days or less after issuance of purchase order at 18382 Highway 43, Kiln, Mississippi 39556. Proposal documents are being made available via digital or paper copy. Proposals may be submitted via sealed envelope or electronically at www.centralbidding.com until the time specified. Proposals received after the specified time will be returned unopened. Proposals submitted by sealed envelope must be addressed to Hancock County, County Administrator, 854 Highway 90, Bay Saint Louis, MS 39520 and designated as Proposal for Dozer. The Owner expressly reserves the right to accept or reject any or all proposals or any part of any or all proposals based on a lowest and best proposal determination. If the proposal documents request separate proposals on phases or items of a project, the Owner reserves the right to accept or reject any or all proposals or

Attachment: Certified Proof of Publication re Dozer (11787 : Spread Certified Proof of Publication for Dozer)

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, GEOFF BELCHER, general manager of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 23rd day of November 2022

On the 30th day of November 2022

On the _____ day of _____ 2022

On the _____ day of _____ 2022

General Manager

Sworn to and subscribed before me A NOTARY PUBLIC

This 2nd day of December 2022

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

ORIGINAL PUBLICATION REQUEST FOR PROPOSALS

Notice is hereby given that the Hancock County Board of Supervisors, Hancock County, Mississippi, will receive sealed proposals at the Board Office, 854 Highway 90, Bay Saint Louis, Mississippi, until 10:00 a.m. (CST) on Monday, December 19, 2022, and then publicly read aloud for the both a MidSized Excavator. The excavator must be 2022 or newer, 18,000 to 19,000 operating weight, minimum 48 gross HP and turbo charged engine, enclosed cab with ROPS, airconditioned and hearing fixed side boom, 60" ditching bucket with bolt on replaceable cutting edge, hydraulic thumb, quick coupler for easily changing work tools or buckets, minimum reach at least 22'3", factory integrated rear view backup camera with color display, factory integrated AM/FM radio, strobe beacon, LED lights, straight dozer blade with bolt on replaceable wear edge, steel track with rubber pads, control pattern changer, boom work lights, travel alarm automatic engine idle, 2 speed travel, 5 yr 4,000 hour extended premier full machine warranty, upon delivery dealer to provide all filters for service intervals up to 2,500 hours, must make delivery within 45 days or less following issuance of purchase order with delivery to 18382 Highway 43, Kiln, Mississippi 39556 and must have a servicing dealer within fifty miles of that address. May include within their bid a trade in value for a County owned John Deare 75 G S/N 15092 approximately 3950 hours.

Proposal documents are being made available via digital or paper copy. Proposals may be submitted via sealed envelope or electronically at www.centralbidding.com until the time specified. Proposals received after the specified time will be returned unopened. Proposals submitted by sealed envelope must be addressed to Hancock County, County Administrator, 854 Highway 90, Bay Saint Louis, MS 39520 and designated as Proposal for Midsized Excavator.

The Owner expressly reserves the right to accept or reject any or all proposals or any part of any or all proposals based on a lowes and best proposal determination. If the proposal documents request separate proposals on phases or items of a project, the Owner reserves the right to accept or reject any or all proposals or any part of any or all proposals based on a lowest and best proposal determination on each phase or ite for which a separate proposal is requested. The Owner reserves the right to waive informalities. The Hancock County Board Supervisors will neither pay for any information herein requested nor be responsible for any costs incurred by the proposer.

11/23/22, 11/30/22

Attachment: Certified Proof of Publication - Midsized Excavator (11788 : Spread Certified Proof of Publication for Excavator)

General

Order ID: 2443
Export ID:
Status: approved
Price: 94.52
Order date: Nov 21, 2022 06:55 PM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 24.116.45.95

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

December 2022

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
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Ad text

ORIGINAL PUBLICATION REQUEST FOR PROPOSALS Notice is hereby given that the Hancock County Board of Supervisors, Hancock County, Mississippi, will receive sealed proposals at the Board Office, 854 Highway 90, Bay Saint Louis, Mississippi, until 10:00 a.m. (CST) on Monday, December 19, 2022, and then publicly read aloud for the both a MidSized Excavator. The excavator must be 2022 or newer, 18,000 to 19,000 operating weight, minimum 48 gross HP and turbo charged engine, enclosed cab with ROPS, airconditioned and hearing fixed side boom, 60" ditching bucket with bolt on replaceable cutting edge, hydraulic thumb, quick coupler for easily changing work tools or buckets, minimum reach at least 22'3", factory integrated rear view backup camera with color display, factory integrated AM/FM radio, strobe beacon, LED lights, straight dozer blade with bolt on replaceable wear edge, steel track with rubber pads, control pattern changer, boom work lights, travel alarm automatic engine idle, 2 speed travel, 5 yr 4,000 hour extended premier full machine warranty, upon delivery dealer to provide all filters for service intervals up to 2,500 hours, must make delivery within 45 days or less following issuance of purchase order with delivery to 18382 Highway 43, Kiln, Mississippi 39556 and must have a servicing dealer within fifty miles of that address. May include within their bid a trade in value for a County owned John Deare 75 G S/N 15092 approximately 3950 hours. Proposal documents are being made available via digital or paper copy. Proposals may be submitted via sealed envelope or electronically at

Attachment: Certified Proof of Publication - Midsized Excavator (11788 : Spread Certified Proof of Publication for Excavator)

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, GEOFF BELCHER, general manager of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 16th day of November 2022

On the 23rd day of November 2022

On the _____ day of _____ 2022

On the _____ day of _____ 2022

General Manager

Sworn to and subscribed before me A NOTARY PUBLIC

This 25th day of November 2022

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

SECTION 00010
ADVERTISEMENT FOR BIDS
INVITATION TO BID
LAWRENCE LADNER RD. DRAINAGE IMPROVEMENTS

Electronic or Sealed bids for the construction of the "LAWRENCE LADNER RD. DRAINAGE IMPROVEMENTS" will be received by, and addressed to, Attention: HANCOCK COUNTY BOARD OF SUPERVISORS at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, until 10:00 a.m., December 19, 2022. Bids will be publicly opened and read at the Hancock County Board of Supervisors meeting that is held at the Board Meeting Room at 854 Highway 90, Suite A, Bay St. Louis, MS 39520. Any bids received after the time and date specified will not be considered and will be returned unopened.

The project includes removal of existing culverts, installation of 31"x51" arch pipe culverts, site grading and excavation, loose and grouted riprap bank stabilization, erosion control measures, and gravel road restoration.

Contract Documents may be examined at:
(1) Office of the Design Engineer, Overstreet and Associates, PLLC - 161 Lameuse St. Biloxi, MS 39530, Online at www.overstreetengplans.com, or
(2) Online at www.hancockcountystormwaterbids.com

A hard copy or electronic copy of the Contract Documents can be purchased online at www.hancockcountystormwaterbids.com. Documents are non-refundable and must be purchased through the website. For questions regarding the website, online registration or the purchase of documents, please contact Plan House at 228-248-0181.

All questions pertaining to clarification of the bidding documents shall be directed in writing to Jim Maclellan, P.E. at jim@overstreeteng.com.

Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by the Bid Security (as defined in Section 00100 Instructions to Bidders) in the amount of not less than five percent (5%) of the Bid. The Bid Bond may be from a surety acceptable to the Owner satisfying the requirements specified in the Contract Documents or Certified Check upon a national (legally recognized to conduct business in the State of Mississippi) or state bank, payable without recourse to the Hancock County Board of Supervisors as a guarantee that the Bidder will within fifteen (15) days after the Notice of Award enter into a Contract. The Successful Bidder must furnish a Performance Bond and a Payment Bond equal to 100% of the Contract amount each with a surety company acceptable to the OWNER and in a form acceptable to the OWNER.

Bids may be modified or withdrawn at an time prior to the time set for opening Bid Bidders may not withdraw their Bids for period of ninety (90) calendar days after t actual date of the opening of the Bids.

Complete instructions for filing Bids are included in the Instructions to Bidders.

A Pre-Bid Conference will be held at the Board Meeting Room at 854 Highway 90, Suite A, Bay St. Louis, MS 39520 on November 30, 2022 at 11 a.m.

The Owner reserves the right after openin Bids to reject any or all Bids, to waive an informality (non-responsiveness) in a Bid or to make award to the lowest and best qualified, responsive, and responsible Bid and reject all other Bids, as it may best se the interest of the OWNER.

To be published in The Sea Coast Echo and the Mississippi Procurement Technica Assistance Program (MPTAP) online Age Bid Bank (https://agencybidbank.mississi org) on November 16, 2022 and Novembe 23, 2022.

11/16/22, 11/23/22

Attachment: Certified Proof of Publication - Lawrence Ladner Road - 12.19.22 (11784 : Spread Certified Proof of Publication re Lawrence Ladner

General

Order ID: 2415
Export ID:
Status: approved
Price: 122.68
Order date: Nov 8, 2022 10:29 AM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 99.113.133.65

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Start date Nov 16, 2022 - 2 week run

Comments

(none)

Ad text

SECTION 00010 ADVERTISEMENT FOR BIDS INVITATION TO BID LAWRENCE LADNER RD. DRAINAGE IMPROVEMENTS Electronic or Sealed bids for the construction of the "LAWRENCE LADNER RD. DRAINAGE IMPROVEMENTS" will be received by, and addressed to, Attention: HANCOCK COUNTY BOARD OF SUPERVISORS at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, until 10:00 a.m., December 19, 2022. Bids will be publicly opened and read at the Hancock County Board of Supervisors meeting that is held at the Board Meeting Room at 854 Highway 90, Suite A, Bay St. Louis, MS 39520. Any bids received after the time and date specified will not be considered and will be returned unopened. The project includes removal of existing culverts, installation of 31"x51" arch pipe culverts, site grading and excavation, loose and grouted riprap bank stabilization, erosion control measures, and gravel road restoration. Contract Documents may be examined at: (1) Office of the Design Engineer, Overstreet and Associates, PLLC - 161 Lameuse St. Biloxi, MS 39530, Online at www.overstreetengplans.com, or (2) Online at www.hancockcountystormwaterbids.com A hard copy or electronic copy of the Contract Documents can be purchased online at www.hancockcountystormwaterbids.com. Documents are non-refundable and must be purchased through the website. For questions regarding the website, online registration or the purchase of documents, please contact Plan House at 228-248-0181. All questions pertaining to clarification of the bidding documents shall be directed in writing to Jim Maclellan, P.E. at jim@overstreeteng.com. Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by the Bid Security (as defined in Section 00100 Instructions to Bidders) in the amount of not less than five percent (5%) of the Bid. The Bid Bond may be from a surety acceptable to the Owner satisfying the

Attachment: Certified Proof of Publication - Lawrence Ladner Road - 12.19.22 (11784 : Spread Certified Proof of Publication re Lawrence Ladner

The Sea Coast Echo

POST OFFICE BOX 2009
BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
HANCOCK COUNTY

PERSONALLY appeared before me the undersigned authority in and for said County and State, GEOFF BELCHER, general manager of THE SEA COAST ECHO, a newspaper published in the City of Bay Saint Louis, said County, who being duly sworn, deposes and says the publication of this notice hereunto annexed has been made in the said publication 2 weeks to-wit:

On the 16th day of November 2022

On the 23rd day of November 2022

On the _____ day of _____ 2022

On the _____ day of _____ 2022

General Manager

Sworn to and subscribed before me A NOTARY PUBLIC

This 25th day of November 2022

STATE OF MISSISSIPPI
NATHAN SCHUVER
NOTARY PUBLIC
ID No. 198965
Commission Expires
April 16, 2024
HARRISON COUNTY

SECTION 00010
ADVERTISEMENT FOR BIDS
INVITATION TO BID
PONTIAC DRIVE & TEXAS FLAT ROAD SUBDIVISION
DRAINAGE IMPROVEMENTS
HANCOCK COUNTY, MISSISSIPPI

Electronic or Sealed bids for the construction of the "PONTIAC DRIVE & TEXAS FLAT ROAD SUBDIVISION DRAINAGE IMPROVEMENTS" will be received by, and addressed to, Attention: HANCOCK COUNTY BOARD OF SUPERVISORS at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, until 10:00 a.m., December 19, 2022. Bids will be publicly opened and read at the Hancock County Board of Supervisors meeting that is held at the Board Meeting Room at 854 Highway 90, Suite A, Bay St. Louis, MS 39520. Any bids received after the time and date specified will not be considered and will be returned unopened.

The project includes demolition, clearing and snagging, ditch grading, HDPE and concrete pipe installation, asphalt paving and other related work.

Contract Documents may be examined at:
(1) Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 or
(2) Office of the Design Engineer, Brown, Mitchell & Alexander, Inc., 401 Cowan Road, Suite A, Gulfport, MS 39507 or
(3) Online at www.hancockcountystormwaterbids.com

A hard copy or electronic copy of the Contract Documents can be purchased online at www.hancockcountystormwaterbids.com.

Documents are non-refundable and mu purchased through the website. For qu regarding the website, online registrati the purchase of documents, please cont Plan House at 228-248-0181.

All questions pertaining to clarification the bidding documents shall be directed writing to janette@bmaengineers.com, (228) 864-7612.

Each Bid shall be submitted in accordan with the Instructions to Bidders and shal accompanied by the Bid Security (as def in Section 00100 Instructions to Bidders the amount of not less than five percent (of the Bid. The Bid Bond may be from a surety acceptable to the Owner satisfying requirements specified in the Contract Documents or Certified Check upon a national (legally recognized to conduct business in the State of Mississippi) or state bank, payable without recourse to th Hancock County Board of Supervisors as guarantee that the Bidder will within fifte (15) days after the Notice of Award enter into a Contract. The Successful Bidder mu furnish a Performance Bond and a Paymen Bond equal to 100% of the Contract amou each with a surety company acceptable to the OWNER and in a form acceptable to th OWNER.

Bids may be modified or withdrawn at any time prior to the time set for opening Bids. Bidders may not withdraw their Bids for a period of ninety (90) calendar days after the actual date of the opening of the Bids.

Complete instructions for filing Bids are included in the Instructions to Bidders.

A Pre-Bid Conference will be held at HANCOCK COUNTY BOARD OF SUPERVISORS Board Room located at 854 Highway 90, Suite A, Bay St. Louis, MS 39520 on November 30, 2022 at 10:00 AM.

The Owner reserves the right after opening Bids to reject any or all Bids, to waive any informality (non-responsiveness) in a Bid, or to make award to the lowest and best qualified, responsive, and responsible Bidder and reject all other Bids, as it may best serve the interest of the OWNER.

To be published in The Sea Coast Echo and the Mississippi Procurement Technical Assistance Program (MPTAP) online Agency Bid Bank (https://agencybidbank.mississippi.org) on:
November 16, 2022
November 23, 2022
11/16/22, 11/23/22

Attachment: Certified Proof of Publication re Pontiac Drive and Texas Flat Road Drainage (11785 : Spread Certified Proof of Publication re

General

Order ID: 2416
Export ID:
Status: approved
Price: 126.42
Order date: Nov 8, 2022 10:32 AM
Transcation ID:
Payment handler:
Category: 990 Notices; 997 Public Notices
Package: Legal Advertising
Package type: hybrid
IP Address: 99.113.133.65

Contact

Hancock County Board of Supervisors
854 Highway 90 Suite A
Bay St. Louis, MS 39520
228-467-0172
Valerie.Fitts@co.hancock.ms.us

Schedule

November 2022

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Start date Nov 16, 2022 - 2 week run

Comments

(none)

Ad text

SECTION 00010 ADVERTISEMENT FOR BIDS INVITATION TO BID PONTIAC DRIVE & TEXAS FLAT ROAD SUBDIVISION DRAINAGE IMPROVEMENTS HANCOCK COUNTY, MISSISSIPPI Electronic or Sealed bids for the construction of the "PONTIAC DRIVE & TEXAS FLAT ROAD SUBDIVISION DRAINAGE IMPROVEMENTS" will be received by, and addressed to, Attention: HANCOCK COUNTY BOARD OF SUPERVISORS at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, until 10:00 a.m., December 19, 2022. Bids will be publicly opened and read at the Hancock County Board of Supervisors meeting that is held at the Board Meeting Room at 854 Highway 90, Suite A, Bay St. Louis, MS 39520. Any bids received after the time and date specified will not be considered and will be returned unopened. The project includes demolition, clearing and snagging, ditch grading, HDPE and concrete pipe installation, asphalt paving and other related work. Contract Documents may be examined at: (1) Hancock County Board of Supervisors at 854 Highway 90, Bay St. Louis, MS 39520 or (2) Office of the Design Engineer, Brown, Mitchell & Alexander, Inc., 401 Cowan Road, Suite A, Gulfport, MS 39507 or (3) Online at www.hancockcountystormwaterbids.com A hard copy or electronic copy of the Contract Documents can be purchased online at www.hancockcountystormwaterbids.com. Documents are non-refundable and must be purchased through the website. For questions regarding the website, online registration or the purchase of documents, please contact Plan House at 228-248-0181. All questions pertaining to clarification of the bidding documents shall be directed in writing to janette@bmaengineers.com, (228) 864-7612. Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by the Bid Security (as defined in Section 00100 Instructions to Bidders) in the

Attachment: Certified Proof of Publication re Pontiac Drive and Texas Flat Road Drainage (11785 : Spread Certified Proof of Publication re

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20221212-01
	DOCKET OF CLAIMS DECEMBER 12, 2022 IN THE AMOUNT OF $619,717.16 (GO: $201,867.85; RR: $78,384.96; IP: $218,686.31; AP: $78,251.16; FAA: $42,526.88)

ATTACHED:
05-DECEMBER 12, 2022

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-01

Claims Docket

BE IT RESOLVED, that the December 12, 2022 claims dockets be and they are hereby approved for payment;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

PASSED and APPROVED this 12th day of December 2022.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Bob Swanson, Commissioner
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
05-DECEMBER 12, 2022

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
G O DOCKET
DECEMBER 12, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	AGJ SYSTEMS & NETWORKS INC.	IT SUPPORT/E-MAIL/ANTI-SPAM/TWO-FACTOR	$ 3,421.50
2	AMERICAN ASSOC. OF AIRPORT EXECUTIVES	ANNUAL USCTAR MEMBERSHIP DUES	$ 2,700.00
3	BLUE CROSS BLUE SHIELD OF MISSISSIPPI	MEDICAL INSURANCE	$ 25,234.74
4	C SPIRE WIRELESS	HARDWARE-IPAD	$ 236.00
5	CLAY'S PRINT SHOP, INC	SUPPLIES-LOGO ENVELOPES	$ 385.00
6	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 485.57
7	COMPTON ENGINEERING, INC	SITES/PROSPECTS DEVELOPMENT SUPPORT	$ 1,070.00
8	FAMILY SUPPORT PAYMENT CENTER	CHILD SUPPORT WITHHOLDING	$ 150.00
9	FEDEX	POSTAGE	$ 25.52
10	FIRST NATIONAL BANK OMAHA	TRAVEL	$ 152.24
11	FUELMAN	TRAVEL-FUEL	$ 54.96
12	HANCOCK CO SOLID WASTE AUTHORITY	DUMPSTER SERVICE	$ 80.00
13	INTERNAL REVENUE SERVICE	PAYROLL TAXES	$ 17,662.00
14	ISOLVED BENEFIT SERVICES	MEDICAL HRA PLAN	$ 10.00
15	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 51.44
16	KING LAWN CARE	LANDSCAPING MAINTENANCE	$ 1,465.00
17	MS DEPART. OF HUMAN SERVICES	CHILD SUPPORT WITHHOLDING	$ 199.50
18	METLIFE INSURANCE	INSURANCE	$ 3,808.56
19	MS ECONOMIC DEVELOPMENT COUNCIL	LEGISLATIVE/ANNUAL/LEADERS CONFERENCES	$ 13,850.00
20	MISSISSIPPI RAILROAD ASSOCIATION	ANNUAL MEMBERSHIP DUES	$ 1,200.00
21	MS STATE TAX COMMISSION	MS STATE WITHHOLDING TAX	$ 5,748.00
22	NEW ORLEANS ROAST	COFFEE/WATER SERVICES	$ 100.00
23	PAYROLL	EMPLOYEES ELECTED PAYROLL CHECK	$ 1,970.20
24	PERS OF MISSISSIPPI	PERS	$ 29,118.16
25	PHELPS, SHELLY	TRAVEL-MILEAGE	$ 8.63
26	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 473.69
27	RAILROAD CT-1 TAXES	CT-1 PAYROLL TAXES	$ 10,515.92
28	RANKIN & ASSOC PAYROLL ACCOUNT	MONTHLY PAYROLL	$ 74,399.35
29	RLI SURETY	BOND-B. LAFONTAINE	$ 175.00
30	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHED	$ 7,116.87
		TOTAL GO DOCKET:	$ 201,867.85

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
RAILROAD DOCKET
DECEMBER 12, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	C SPIRE WIRELESS	MONTHLY UTILITIES	$ 454.51
2	CANON FINANCIAL SERVICES, INC.	COPIER RENTAL/USAGE	$ 171.88
3	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 411.07
4	CSX TRANSPORTATION, INC	CAR HIRE	$ 3.30
5	DISCOUNT TIRE SPOT INC.	R&M-TRUCK TIRE	$ 25.00
6	FASTENAL	SUPPLIES-SONIC BLAST AIR HORN	$ 448.92
7	HANCOCK CO SOLID WASTE AUTHORITY	DUMPSTER SERVICE	$ 80.00
8	LOCAL IMPACT ANALYTICS, LLC	CRISI 2022 GRANT/BCA Writing	$ 7,500.00
9	S & L OFFICE SUPPLIES	SUPPLIES-OFFICE/CUSTODIAL	$ 431.91
10	SEA COAST ECHO	AD-FY 2023 FUEL BID	$ 143.80
11	SHERWIN-WILLIAMS CO.	SUPPLIES-SCALE HOUSE PAINT	$ 222.29
12	THE SUN HERALD	AD-FY 2023 FUEL BID	$ 140.28
13	WAL-MART - CAPITAL ONE	SUPPLIES-WATER/VEHICLE MAINT	$ 578.12
14	WARING OIL COMPANY, LLC	SUPPLIES-OIL/FUEL	$ 3,801.40
15	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHMENT	$ 12.78
		TOTAL OPERATING EXPENSE:	$ 14,425.26
		CAPITAL PROJECTS	
16	NEEL-SCHAFFER, INC.	RR2104, STORAGE YARD RR2105, INTERMODAL YARD RR2203, LOWER BAY LEAD TRACK RR2204, DRAINAGE IMPROVEMENTS	$ 63,735.60
17	SEA COAST ECHO	RR2201, ROCK & TIMBER	$ 224.10
		TOTAL CAPITAL EXPENSE:	$ 63,959.70
		TOTAL RAILROAD DOCKET:	$ 78,384.96

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
INDUSTRIAL PARK DOCKET
DECEMBER 12, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 1,264.20
2	DIXIE SIGNS, LLC	SUPPLIES-REFLECTIVE STREET SIGNS	$ 960.00
3	HANCOCK COUNTY CHANCERY CLERK	RECORDING FEES	$ 58.00
4	HANCOCK CO WATER & SEWER DISTRICT	MONTHLY UTILITIES	$ 625.00
5	KING LAWN CARE	LANDSCAPING MAINTENANCE	$ 9,000.00
6	MAYLEY'S PEST CONTROL LLC	ANNUAL TERMITE RENEWAL-N GUARD SHACK	$ 75.00
7	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 117.45
8	WAL-MART - CAPITAL ONE	SUPPLIES-OPERATING/CUSTODIAL	$ 167.94
		TOTAL OPERATING EXPENSE:	$ 12,267.59
		CAPITAL PROJECTS	
9	COMPTON ENGINEERING, INC	PB1704, NEW DOCK SITE 4 PB2102, PUBLIC DOCK MOORING PB2203, WAREHOUSE 1 ROOF REPAIR PB2302, WAREHOUSE DEVELOPMENT PB2304, BARGE FLEETING AREA	$ 13,327.50
10	GILL'S CRANE & DOZER SERVICE, INC	PB1704, NEW DOCK SITE 4 (FINAL)	$ 193,091.22
		TOTAL CAPITAL EXPENSE:	$ 206,418.72
		TOTAL PORT DOCKET:	$ 218,686.31

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
STENNIS INTERNATIONAL AIRPORT DOCKET
DECEMBER 12, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	ADT COMMERCIAL	R&M-ATCT ALARM PANEL	$ 1,915.75
2	ADT COMMERCIAL	ANNUAL INSPECTIONS	$ 3,716.61
3	COAST ELECTRIC POWER ASSOCIATION	MONTHLY UTILITIES	$ 10,144.22
4	COASTAL HARDWARE & RENTAL CO, INC	R&M-FUEL FARM TANK FILTER	$ 50.85
5	FIRST NATIONAL BANK OMAHA	R&M-CARWASH	$ 29.95
6	FUELMAN	SUPPLIES-FUEL	$ 68.25
7	GULF COAST AVIATION, LLC	INSURANCE-AIRPLANE	$ 8,750.00
8	HANCOCK CO SOLID WASTE AUTHORITY	DUMPSTER SERVICE	$ 430.00
9	KILN UTILITY & FIRE DISTRICT	MONTHLY UTILITIES	$ 1,126.77
10	KING LAWN CARE	LANDSCAPING MAINTENANCE	$ 17,935.00
11	NAPA AUTO PARTS	R&M-FUEL FARM PUMP FILTER	$ 21.76
12	PRO-TEC FIRE SERVICES, LTD.	ARFF SERVICES	$ 32,229.17
13	R J YOUNG COMPANY, LLC	COPIER RENTAL/USAGE	$ 94.59
14	SHERWIN-WILLIAMS CO.	R&M-TECH BLDG, STE 200 PAINT	$ 80.85
15	WHITNEY BANK CREDIT CARD CENTER	SEE ATTACHED	$ 1,281.13
		TOTAL OPERATING EXPENSE:	$ 77,874.90
		CAPITAL PROJECTS	
16	SEA COAST ECHO	AP2109, 5 BAY HANGAR AP2109, 5 BAY HANGAR	$ 376.26
		TOTAL CAPITAL EXPENSE:	$ 376.26
		TOTAL AIRPORT DOCKET:	$ 78,251.16

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

HANCOCK COUNTY PORT & HARBOR COMMISSION
F A A DOCKET
DECEMBER 12, 2022 COMMISSION MEETING

	NAME	MEMO	AMOUNT
1	WEBSTER ELECTRIC CO., INC.	FAA2101, RUNWAY AIRFIELD LIGHTING	$ 42,526.88
		TOTAL FAA DOCKET:	$ 42,526.88

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC December12, 2022 Docket of Claims)

CREDIT CARD RECAP

(WHI01) WHITNEY BANK 10/27/22 closing date

Due 11/21/22 **PAY FROM THE PAYABLES CHECKING ACCT** **PAY ON-LINE**

if not paid before due date, it will auto deduct from bank

FOR NOV 28, 2022 DOCKET

		cost:	INVOICE # 2022-10			code to:	code description:
T. LADNER CHARGES 0923							
10/01/22	STAMPS.COM	17.99	RECURRING MONTHLY CHARGE FOR USING STAMPS.COM (NO RECEIPT)		GO	517100-20	POSTAGE
10/20/22	USPS STAMPS.COM	100.00	REPLENISH US POSTAGE STAMPS		GO	517100-20	POSTAGE
09/27/22	THE SUN HERALD	159.99	RECURRING SUBSCRIPTION TO THE SUN HERALD		ED	511600-35	SUBSCRIPTION
09/27/22	SKILLS FOUNDATION OF MS	363.74	WORK-FORCE SYMPOSIUM REGISTRATION FOR OBIE McCLURE		ED	500750-35	TRAINING/EDUCATION
09/28/22	WALL STREET JOURNAL	16.00	SEPT & OCT SUBSCRIPTION FOR WALL STREET JOURNAL		ED	511600-35	SUBSCRIPTION
10/07/22	AMAZON	23.98	PLASTIC ID BADGE HOLDERS	PO 590	GO	517450-20	OFFICE SUPPLIES
10/06/22	DOLLAR GENERAL	19.26	SODAS & SPLENDA FOR CONFERENCE ROOM MEETINGS		GO	500400-20	PROMOTIONAL
10/07/22	SOUTHERN ECONOMIC DEVEL	150.00	REGISTRATION FOR WEBINAR, DEVELOPMENT IN THE AMERICAN SOUTH. 11/1/22		ED	500750-35	TRAINING/EDUCATION
10/10/22	AMAZON	54.99	LEXMARK TONER CARTRIDGE FOR MADELINE	PO 597	GO	517450-20	OFFICE SUPPLIES
10/12/22	AMAZON	27.58	MANILA FILE FOLDERS (given a 5.99 credit for shipping delay)	PO 598	GO	517450-20	OFFICE SUPPLIES
10/13/22	AMAZON	129.98	TALL DRAFTING CHAIR FOR DONNA RUBIO	PO 604	GO	517500-20	EQUIPMENT
10/12/22	DRAGON FLY IN THE BAY	908.00	CATERING FOR RESTORE RIBBON CUTTING AT PORT BIENVILLE	PO 579	GO	500100-35	MARKETING
10/21/22	AMAZON	424.52	CANDY FOR STENNIS FLY-IN		GO	500100-35	MARKETING
10/21/22	4IMPRINT	3,049.57	PROMOTIONAL ITEMS, SPORTPACK, POWER CLIP, SUN GLASSES, APRONS	PO 556	GO	500100-35	MARKETING
10/26/22	ABC RENTAL	1,558.87	TENT & 10 TABLES FOR RESTORE RIBBON CUTTING	PO 562	GO	500100-35	MARKETING
	7,004.47	**TOTAL FOR GO**					
		CHARGE TO RR					
09/29/22	AMAZON	12.78	SCREEN PROTECTOR FOR I-PHONE	PO 582	RR	517450-20	OFFICE SUPPLIES
	12.78	**TOTAL FOR RR**					
		CHARGE TO IP					
	-	**TOTAL FOR IP**					
		CHARGE TO AP					
09/29/22	AMAZON	73.98	2 BOXES OF WHITE PAPER	PO 565	AP	517450-20	OFFICE SUPPLIES
10/02/22	AMAZON	68.89	HP 910 INK CARTRIDGE FOR ATCT	PO 538	AP	517450-26	OFFICE SUPPLIES
10/13/22	ABC RENTAL CENTER, BSL	168.00	RENT MANLIFT FOR CEILING WORK AT COAST GUARD BLDG	PO 573	AP	512100-25	BLDG REPAIRS
10/14/22	AMAZON	21.96	STAINLESS STEEL CLEANER AND POLISH	PO 605	AP	517200-26	CUSTODIAL SUPPLIES
10/14/22	OFFICE DEPOT	199.99	48 INCH TABLE FOR ATCT	PO 595	AP	517500-26	EQUIPMENT
10/14/22	AMAZON	297.74	WHEELCHAIR FOR AIRPORT USE	PO 605	AP	517500-25	EQUIPMENT
10/24/22	SMART-SIGN	450.57	OFFICE SIGNS / DIRECTORY FOR ATCT	PO 615	AP	512100-26	BLDG IMPROVEMENT
	1,281.13	**TOTAL FOR AP**					
	8,298.38	TOTAL FOR LADNER CARD					
BL. LAFONTAINE CHARGES 7213							
10/21/22	THE LAZY GATOR, DIAMONDHEAD	64.90	FOLLOW UP TO FEDERAL GRANTS, CONGRESSMAN STEVEN PALAZZO		GO	500450-35	LOCAL INDUSTRY
	64.90	TOTAL					
S. LAFONTAINE CHARGES 5684							
	-	TOTAL					
C. WATSON CHARGES 0120							
10/06/22	JET AWAY CAFÉ, KILN	47.50	AIRPORT VISIT & TOUR, JOSH STUBBS - MDOT, WATSON, PONDER		GO	500450-35	LOCAL INDUSTRY
	47.50	TOTAL					

PAID ON-LINE DATE 10/17/22

7,069.37	GO	**8,410.78**	total from above
12.78	RR		
-	IP	8,410.78	STMT TOTAL PAID FROM PAYABLES CHECKING ACCT
1,328.63	AP		
8,410.78			

William P Rabb

CEO signature & date

Attachment: Resolution# 20221212-01 Docket of Claims December 12, 2022 (11804 : Accept HCPHC

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Tonya Ladner, Comptroller
Subject:	RESOLUTION# 20221212-02
	FY2023 BUDGET- AMENDMENT #2 FOR AN INCREASE TO THE GENERAL OPERATIONS OPERATING BUDGET FOR THE PURCHASE OF ONBASE IN THE AMOUNT OF $116,000 AND INCREASE THE AIRPORT'S OPERATING BUDGET FOR THE PURCHASE OF A REPLACEMENT PRESENT WEATHER SENSOR ON THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) IN THE AMOUNT OF $28,000

ATTACHED:
SUMMARY BUDGET MODIFICATION #2

Attachment: Resolution# 20221212-02 FY2023 Budget-Amendment #2 (11805 : Accept FY2023 Budget - Amendment #2 for increases to the

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-02

FY2023 BUDGET- AMENDMENT #2 FOR AN INCREASE TO THE GENERAL OPERATIONS OPERATING BUDGET FOR THE PURCHASE OF ONBASE IN THE AMOUNT OF $116,000 AND INCREASE THE AIRPORT'S OPERATING BUDGET FOR THE PURCHASE OF A REPLACEMENT PRESENT WEATHER SENSOR ON THE AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) IN THE AMOUNT OF $28,000

WHEREAS, by Resolution 20220822-02 and amended by Resolution 20221114-03 the Commission passed its FYE2023 Budget and associated 2022 WIP – 2025 Capital Improvement Plan;

WHEREAS, since the approval of the FY2023 Budget and 2022 WIP – 2025 Capital Improvement Plan (CIP), additional Operational needs have come to the attention of the Commission;

WHEREAS, the General Operations department has determined the need for a document control system to consolidate, organize and simplify the Commission's documents currently saved on our shared drive. Staff has demoed and researched Core Compliance, Amazon Work Docs and OnBase document management systems and has determined that OnBase is the best system to accommodate the needs of the Commission. The cost for the OnBase system in in excess of the budgeted amount and requires an increase of $116,000;

WHEREAS, Stennis International Airport has determined the need for a replacement of the Present Weather sensor on the Automated Weather Observation System. This sole-source purchase is necessary for accurate weather condition data to be provided to pilots landing at Stennis International Airport. The cost for the sensor is not to exceed $28,000

NOW THEREFORE BE IT RESOLVED, that the Hancock County Port and Harbor Commission hereby approves an increase in the Operating Budget of **$144,000** shown on the Budget Amendment # 2 attached;

ATTACHED:
SUMMARY BUDGET MODIFICATION #2

Attachment: Resolution# 20221212-02 FY2023 Budget-Amendment #2 (11805 : Accept FY2023 Budget - Amendment #2 for increases to the

BE IT FURTHER RESOLVED, that the Hancock County Port and Harbor Commission hereby authorizes its President to execute such documents necessary to reflect said changes and authorizes its Comptroller to take such steps as are necessary to implement said changes;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Aline Ward, Commissioner
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
SUMMARY BUDGET MODIFICATION #2

Attachment: Resolution# 20221212-02 FY2023 Budget-Amendment #2 (11805 : Accept FY2023 Budget - Amendment #2 for increases to the

HANCOCK COUNTY PORT & HARBOR COMMISSION

FY 2023 AMENDED BUDGET #2

CONSOLIDATED

	TOTAL BUDGET	GENERAL OPERATING	PORT BIENVILLE SHORT LINE RAILROAD	PORT BIENVILLE INDUSTRIAL PARK	STENNIS INTERNATIONAL AIRPORT	FAA
TOTAL RESOURCES IN						
Use of Property & Money	$ 7,315,169	$ -	$ 2,830,060	$ 1,777,365	$ 2,707,744	$ -
Charges for Services	6,490,123	-	6,356,123	134,000	-	-
Other Operating Revenue	455,957	-	18,440	88,648	348,869	-
Non Operating Revenue	50,583	24,033	25,000	1,000	550	-
Grant Revenues - Capital	19,911,378	-	4,540,000	2,999,434	9,387,063	2,984,881
Appropriations from Prior Year	7,976,132	-	7,976,132	-	-	-
Transfers In	9,774,056	3,100,511	-	3,797,444	2,826,101	50,000
TOTAL RESOURCES IN	**51,973,398**	**3,124,544**	**21,745,755**	**8,797,891**	**15,270,327**	**3,034,881**
TOTAL RESOURCES OUT						
Operating Supplies & Materials	710,020	254,770	319,600	13,050	122,600	-
Other Services & Charges	4,865,473	1,248,121	1,103,692	693,887	1,819,773	-
Personnel Services	3,338,902	1,621,653	1,253,703	212,070	251,476	-
Non-Operating Expense	500,000	-	-	500,000	-	-
Capital Projects	29,750,066	-	9,344,704	7,378,884	13,026,478	
Additions to Fixed Assets	3,034,881	-	-	-	-	3,034,881
Transfers Out	9,774,056	-	9,724,056	-	50,000	-
TOTAL RESOURCES OUT	**$ 51,973,398**	**$ 3,124,544**	**$ 21,745,755**	**$ 8,797,891**	**$ 15,270,327**	**$ 3,034,881**

Attachment: Resolution# 20221212-02 FY2023 Budget-Amendment #2 (11805 : Accept FY2023 Budget -

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Madeline Walker, Chief Administrative Officer
Subject:	RESOLUTION# 20221212-10
	ACCEPT TERMINATION OF LEASE WITH TYONEK SERVICES GROUP FOR AIRCRAFT PACKAGING HANGAR, EFFECTIVE NOVEMBER 30, 2022

Attachment: Resolution# 20221212-10 Accept Termination of Lease with Tyonek Services Group for Aircraft Packing Hangar, Effective

ATTACHED:
Tyonek Lease Termination for Packaging Hangar-HCPHC Executed

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-10

ACCEPT TERMINATION OF LEASE WITH TYONEK SERVICES GROUP FOR AIRCRAFT PACKAGING HANGAR, EFFECTIVE NOVEMBER 30, 2022

WHEREAS, by Resolution #**20220926-15**, the Commission accepted and approved the termination notice dated September 8, 2022 of the Lease Agreement with Tyonek Services Group, LLC (Tyonek) for the Aircraft Packaging Hangar effective March 7, 2023;

WHEREAS, staff recommends to accept an earlier termination of the lease with no penalties, effective November 30, 2022, as agreed upon by Tyonek;

WHEREAS, early termination of lease would allow the Commission to enter into a new lease agreement for use of the facility;

WHEREAS, staff has inspected the facility and found no damages, and therefore recommends reimbursement of the initial lease deposit in the amount of $15,312;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts the new termination notice dated November 30, 2022 for the Lease Agreement with Tyonek Services Group, LLC for the Aircraft Packaging Hangar effective November 30, 2022 and recommendation to reimburse Tyonek the lease deposit in the amount of $15,312.

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Robert Martin, Treasurer
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

ATTACHED:
Tyonek Lease Termination for Packaging Hangar-HCPHC Executed

Attachment: Resolution# 20221212-10 Accept Termination of Lease with Tyonek Services Group for Aircraft Packing Hangar, Effective

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Tyonek Lease Termination for Packaging Hangar-HCPHC Executed

Attachment: Resolution# 20221212-10 Accept Termination of Lease with Tyonek Services Group for Aircraft Packing Hangar, Effective

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

HANCOCK COUNTY PORT & HARBOR COMMISSION

Economic Development • Stennis International Airport • Port Bienville Industrial Park • Port Bienville Railroad

November 30, 2022

Mr. Ryan Forcier
Site Director
Tyonek Services Group
229 Palmer Road
Madison, AL 395758

Re: Packaging Hangar Lease Termination

Dear Mr. Forcier,

Hancock County Port and Harbor Commission accepts the wishes of Tyonek Services Group to terminate the lease for the "Packaging Hangar" located at 14064 Fred and Al Key Road, Kiln, MS 39556 effective November 30, 2022. Tyonek will be reimbursed the deposit in the amount of $15,312.

Sincerely,

William P. Cotter
Chief Executive Officer
Hancock County Port and Harbor Commission

Attachment: Resolution# 20221212-10 Accept Termination of Lease with Tyonek Services Group for Aircraft Packing Hangar, Effective

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Donna Rubio, Executive Secretary
Subject:	RESOLUTION# 20221212-11
	AUTHORIZING EXECUTION OF GROUND LEASE WITH HANCOCK COUNTY WATER AND SEWER DISTRICT AT PORT BIENVILLE INDUSTRIAL PARK FOR $1.00 PER MONTH FOR FIFTY YEARS

ATTACHED:
HCWSD Ground Lease

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

HANCOCK MISSISSIPPI PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-11

AUTHORIZING EXECUTION OF GROUND LEASE WITH HANCOCK COUNTY WATER AND SEWER DISTRICT AT PORT BIENVILLE INDUSTRIAL PARK FOR $1.00 PER MONTH FOR FIFTY YEARS

WHEREAS, The Hancock County Port & Harbor Commission ("Lessor") owns and operates certain port facilities at the Port Bienville Industrial Park, located in Hancock County, Mississippi (the "Port Facility"), and has agreed to enter into a Ground Lease Agreement with Hancock County Water and Sewer District ("Lessee");

WHEREAS, Lessor is the owner of certain real property within the Port Facility, being approximately 1.83 +/- acres more or less, with the property being located on Webre Road (the "Premises");

WHEREAS, Lessee would like to lease the Premises from Lessor for the purpose of operation, maintenance, repair, replacement, and/or construction of Water facilities and for the provision of wastewater treatment and sewer services provided to the Port Bienville Industrial Park;

WHEREAS, Lessee agrees to pay One and No/100 Dollars ($1.00) per month for a Fifty (50) Year Term for base rent on a ground lease on property shown in Exhibit A of the "Ground Lease Agreement" attached hereto and incorporated by reference. Lessee shall have the option to renew this Lease for up to (4) consecutive renewal terms which renewal terms shall be five (5) years each;

WHEREAS, the Parties desire to enter into this Agreement in order to provide for the construction of the Facilities on the Premises for the Permitted Use (as defined in the Lease) and subsequent thereto the lease of the Premises by Lessee as contemplated herein; and

WHEREAS, it is in the best interest of the Commission to execute a Fifty (50) year Ground Lease with Hancock County Water and Sewer District effective January 1, 2023;

ATTACHED:
HCWSD Ground Lease

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby accepts and authorizes its Chief Executive Officer or his delegee to execute the Ground Lease Agreement and any and all documents that may be necessary with Hancock County Water and Sewer District for a fifty (50) year ground lease for approximately 1.83 acres for an amount of $1.00 per month;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Robert Martin, Treasurer
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
HCWSD Ground Lease

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this ***"Lease")*** is made and entered into to be effective as of the 1st day of January, 2023, between the **Hancock County Port and Harbor Commission,** a County Port and Harbor Commission organized under the laws of the State of Mississippi, acting by and through its Board of Commissioners, acting for and on behalf of Hancock County, Mississippi, together with the Board of Supervisors of Hancock County, Mississippi (collectively, the ***"Lessor")*** and the **Hancock County Water and Sewer District,** a County Water and Sewer District organized under the laws of the State of Mississippi, acting by and through its Board of Commissioners ***("Lessee")*** (either being individually referred to as ***("Party")*** and both being collectively referred to as ***("Parties")).***

RECITALS

WHEREAS, Lessor owned and operated certain underground and above-ground facilities including, but not limited to a water tower, well, pumps, meters, valves, hydrants, pipes, generators, filters, controls, warehouses, office buildings and other equipment and facilities related to and necessary for the operation of the water and wastewater utility systems together with all appurtenances thereto (the ***"Water Facilities"),*** used in connection with the providing of related water, sewer and wastewater treatment services at the Port Bienville Industrial Park in Hancock County, Mississippi (the ***"Water Business");***

WHEREAS, Lessor and Lessee entered into that certain Asset Purchase Agreement (the ***"APA")*** whereby Lessee agreed to purchase from Lessor the Water Facilities and the Water Business (as defined therein), dated 16th day of June, 2020;

WHEREAS, Lessor, as part of that APA, agreed to lease to Lessee and Lessee agreed to lease from Lessor the land upon which certain of the Water Facilities, including, a well, treatment site and elevated water storage tank, being located at the Port Bienville Industrial Park in Hancock County, Mississippi;

WHEREAS, there is an immediate need for water and sewer infrastructure upgrades needed to support existing expansion projects for industrial tenants located at Port Bienville Industrial Park;

WHEREAS, Lessee intends to construct a second elevated water storage tank and a well;

WHEREAS, Lessor desires to lease the Leased Property to Lessee, and Lessee desires to lease the Leased Property from Lessor for the purposes set forth in Paragraph 4.A hereof, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. DEFINITIONS, INTERPRETATION, AND LIST OF EXHIBITS

A. Definitions. The following defined terms shall apply to this Lease:

"Asset Purchase Agreement" or ***"APA"*** means the agreement dated June 16th, 2020, and entered into by and between the Parties that is described in the recitals hereinabove.

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

"Bankrupt" means that a Party (i) is dissolved, other than pursuant to a consolidation, amalgamation or merger, (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (iv) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, and in the case of a proceeding instituted against it by someone other than the appropriate regulator or government official, such proceeding is not dismissed, discharged, stayed or restrained within ninety (90) days of the institution or presentation thereof, (v) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation or merger, (vi) seeks the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for all or substantially all of its assets or the same is appointed in a proceeding brought against the Party which is not discharged or dismissed within ninety (90) days, (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets, and such possession or proceeding is not dismissed, discharged, stayed or restrained within ninety (90) days of the institution or presentation thereof, (viii) causes or is subject to any event with respect to which, under the applicable Laws of the jurisdiction, has an analogous effect to any of the events specified above, (ix) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature, or (x) takes any other action to authorize any of the actions set forth above.

"Business Day" means any day other than a Saturday, Sunday, or an official holiday in the State of Mississippi.

"Contamination Notice" has the meaning set forth in Paragraph 11.C.

"Decommission" or ***"Decommissioning"*** means the removal of all above-ground Water Facilities (defined below) -- to at least three (3) feet below grade or as otherwise required by any Governmental Authority with jurisdiction and to restore the Leased Property to clear site capable of future development. Water Facilities installed more than three (3) feet below grade may be left in place; provided, however, in addition to Lessee's obligation under Paragraph 5.B of this Lease, Lessee shall, during Decommission, remove any Hazardous Materials, solid waste, or underground storage tanks (whether above-ground or below and irrespective of below grade depth) disposed of, released, or placed on the Leased Property.

"Default" **and** ***"Event of Default"*** have the meaning set forth in Paragraph 18.A.

"Defaulting Party" has the meaning set forth in Paragraph 18.B.

"Effective Date" has the meaning set forth in the Preamble of this Lease.

"Environmental Laws" has the meaning set forth in Paragraph 11.B.

"Water Facilities" has the meaning set forth in the Recitals of this Lease and includes all those present and/or proposed items situated on the Leased Property as described in Exhibit "A".

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

"Governmental Authority" means any federal, state, county, regional, city, local, or municipal government or any agency, department, commission, board, bureau, regulatory authority, or instrumentality thereof, and any judicial, executive, legislative or administrative body.

"Hazardous Substances" has the meaning set forth in Paragraph 11.B.

"Laws" means any law, including any Environmental Laws as defined herein, statute, regulation, code, ordinance, permit, license, order, writ, injunction, judgment, decree, and any judicial or administrative interpretations thereof, of any Governmental Authority, and any amendments or modification to the foregoing.

"Lease" means this Ground Lease, including all Exhibits and attachments hereto, as the same may be amended, modified, or restated from time to time.

"Leased Property" has the meaning set forth in the Recitals of this Lease and as described in Exhibit "A" attached hereto, which shall include the right of Lessee to utilize a portion of the storage space in the elevated water tank for operation of the Water Business.

"Lessee" has the meaning set forth in the Preamble of this Lease.

"Lessor" has the meaning set forth in the Preamble of this Lease.

"Lien" means any lien, pledge, claim, charge, mortgage, security interest or other encumbrance of any third Person of any nature whatsoever.

"Party" and ***"Parties"*** have the meaning set forth in the Preamble of this Lease.

"Permitted Use" has the meaning set forth in Paragraph 4.A.

"Performing Party" has the meaning set forth in Paragraph 18.B.

"Permitted Encumbrances" means (i) all covenants, conditions, restrictions, easements, encumbrances, and reservations (including mineral reservations) currently affecting the Leased Property, filed of record in the Land Records of the Office of the Chancery Clerk of Hancock County, Mississippi, (ii) all zoning and building regulations under applicable Law, whether now existing or hereafter enacted, (iii) statutory Liens for Taxes if such Taxes are not yet due and payable or are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted, (iv) Liens consisting of easements, zoning restrictions or other restrictions on the use of real property that do not materially affect the value of the assets encumbered thereby or materially impair the ability to use such assets in accordance with the Permitted Use; (v) matters shown on a current and accurate survey, (vi) mechanics' and materialmen's Liens arising as a matter of law for labor or materials for which payment is not yet due, and (vii) any other Liens expressly permitted under this Lease.

"Person" means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity (other than a Party).

"Removal Period" has the meaning set forth in Paragraph 8.A.

"Rent" has the meaning set forth in Paragraph 3.B.

"Remediation" includes, but is not limited to, any response, remedial, removal, or corrective action; any activity to clean up, detoxify, decontaminate, contain, or otherwise remediate any Hazardous Substance; any actions to prevent, cure, or mitigate any Spill of any Hazardous Substance; any action to comply with any Environmental Laws or with any permit issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances.

"Spill" has the meaning set forth in Paragraph 11.C.

"Taxes" has the meaning set forth in Paragraph 13.

"Term" has the meaning set forth in Paragraph 2.B.

B. Interpretation. In this Lease, unless the context indicates otherwise: (i) the singular includes the plural and the plural the singular; (ii) references to statutes are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute referred to; (iii) references to "writing" include electronic transmissions (including e-mail), printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; (iv) the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; (v) references to this Lease shall be deemed to include all schedules and exhibits attached hereto and all subsequent amendments and other modifications hereto; (vi) references to other agreements, instruments or documents shall be deemed to include all amendments and other modifications thereto, but only to the extent such amendments or other modifications are permitted by the terms of this Lease; and (viii) references to a Party include its respective successors and permitted assigns.

C. List of Exhibits. The following Exhibits are attached to and made a part of this Lease:

Exhibit "A"	Legal Description of Leased Property

2. LEASED PROPERTY AND TERM

A. Leased Property. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Property, as described and depicted on Exhibit "A," together with all non-exclusive ingress and egress rights across existing access drives and utility rights owned by Lessor and affecting, serving or otherwise appertaining thereto reasonably necessary in carrying out the Permitted Use under this Lease.

B. **Term.** Subject to early termination or cancellation of this Lease as provided herein, the term of this Lease shall commence on the Effective Date and continue for a period of fifty (50) years (such period of time is referred to as the ***"Term").***

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

C. **Option to Renew.** Provided that neither of the Parties has Defaulted, as described in Paragraph 18 of this Lease, Lessee shall have the option to renew this Lease for five (5) years following the initial Term of this Lease and shall have the option to renew this Lease for three (3) additional separate five (5) year periods following the first renewal. Lessee shall provide notice to Lessor of its intent to renew this Lease on or before sixty (60) days from the expiration date of the then-expiring term. Any holdover period at the end of any then-expiring term shall be on a month-to-month basis.

D. **Physical Condition of the Property.** The Leased Property shall be delivered by Lessor to Lessee on an "As Is/Where ls" basis, and, as such, Lessor makes no representation or warranty to its usability, suitability, or fitness for any particular purpose. Subject to Lessee's obligation to Decommission certain improvements located on the Leased Property as set forth in Paragraph 5.B. of this Lease, Lessee shall not commit waste as to the Leased Property and, upon the expiration of the Term of this Lease, Lessee shall return the Leased Property to Lessor in a clear site condition capable of future development, reasonable wear and tear excepted.

E. **Early Termination of Lease.** If the Leased Property ceases to be used for the Permitted Use, whether in whole or in part, during the Term or any extension thereof, then this Lease shall automatically terminate with respect to that portion of the Leased Property no longer being used for the Permitted Use and such portion of the Leased Premises, including any Water Facilities or other improvements remaining thereon that are not otherwise Decommissioned as contemplated in Paragraph 5.B, shall revert back to Lessor in accordance with the provisions of Paragraph 5.A and Paragraph 8. Lessee will execute any and all documents necessary to evidence such reversion into Lessor.

3. **RENT**

A. **Monthly Rent.** Lessee agrees to pay to Lessor as rent for the Leased Property, the amount of One and 00/100 Dollar ($1.00) per month, payable in full on the first of each Month throughout the Term ***("Monthly Rent").*** In lieu of Lessee paying Rent, either totally or partially in cash pursuant to this Paragraph 3(A), Lessor will credit in-kind consideration to Lessee's obligation to pay Monthly Rent in exchange for Lessee providing wastewater treatment, as applicable, and water and sewer services to the Port Bienville Industrial Park.

B. **Additional Rent.** In addition to the Monthly Rent required to be paid pursuant to the terms of this Lease, Lessee covenants and agrees to pay to Lessor or its designee, as ***"Additional Rent",*** and all sums of money or charges to be paid by Lessee pursuant to the terms hereof, and such amounts, if not paid when due, shall be subject to all the provisions of this Lease as to default in the payment of Rent (as hereinafter defined) as well as those amounts payable under Paragraph 7 (Insurance), Paragraph 8.C (Removal), Paragraph 13 (Taxes) and Paragraph 14 (Utilities). Revenue generated from the installation and operation of third party communication equipment and devices shall not be considered as Additional Rent owed to Lessor. Monthly Rent and Additional Rent payable by Lessee under this Lease shall be referred to, collectively, as ***"Rent".***

4. **USE AND OCCUPANCY**

A. **Permitted Use.** The Leased Property shall be used for any activities reasonably related to Lessee's use, operation, maintenance, repair, replacement, and/or construction of Water Facilities and for the provision of wastewater treatment and water and sewer services provided to the Port Bienville Industrial Park, including without limitation, all current and future tenants of said Industrial Park (the ***"Permitted Use");*** provided, however, Lessor shall retain the right to utilize the elevated water storage tank for the exclusive display of Lessor's marks, logos, or branding as well as Lessor retaining the right to install communication equipment and devices.

Lessee shall have the right to keep all revenues generated from the installation and operation of third party communication equipment and devices installed on Lessee's equipment. Lessee shall comply and shall cause its permitted assignees, sublessees, licensees, and franchisees to comply with all Laws applicable to the Permitted Use.

B. Covenants & Conditions. In utilizing the Leased Property for the Permitted Use, Lessee:

(i) shall supervise, coordinate, maintain, repair and operate the Leased Property and any Water Facilities located thereon, (a) in accordance with Good Industry Practices and all Laws; (b) using all necessary and appropriate skill, judgment and attention; and (c) in such a commercially reasonable manner as to minimize interference with any present or future construction, development and operation of any adjacent Lessor-owned properties.

(ii) shall act in such a reasonable manner as to minimize interference with any retained rights of the Lessor and the quiet use and enjoyment of tenants of the Industrial Park.

C. Liens. Lessee shall keep all of the Leased Property and every part thereof, including the estate of Lessor in the Leased Property, free and clear of any and all Liens of any kind whatsoever. Lessee shall at all times promptly and fully pay and discharge any all claims on which any such Lien may or could be based to the extent arising out of the acts or omissions of Lessee; provided, however, nothing shall be construed herein to prevent Lessee from obtaining financing for improvements to the Leased Premises during the Term of this Lease.

D. Permits. The Parties acknowledge that certain permitting requirements may be necessary for this Lease and the Permitted Use. Lessee shall obtain and maintain all permits necessary to conduct its operations on the Leased Property at Lessee's sole cost and expense. To the extent assignable, Lessor shall transfer any applicable existing permits necessary for execution of this Agreement and shall cooperate as reasonable with the Lessee in transferring and obtaining any permits required to operate the Water Business.

E. Rules and Regulations. In addition to the rules and regulations contained in this Lease and covenants of the Port Bienville Industrial Park, Lessor reserves the right to amend, modify and/or restate any rules and regulations from time to time pertaining to Lessee's Permitted Use of the Leased Property contemplated hereunder, subject to mutual agreement of the Parties.

F. Storage Facility Prohibition. Lessee shall, under no circumstances, permit any activity which would cause the Leased Property to be classified as a "storage facility" under the Resource Conservation and Recovery Act and its implementing regulations.

5. TITLE TO FACILITIES; DECOMMISSIONING

A. Title to Facilities. Title to and ownership of the Water Facilities, including, all associated fixtures, equipment, machinery, trade fixtures and other affixed items of personal property now or hereafter located on the Leased Property or used in connection with the Permitted Use, shall be owned by Lessee throughout the Term of this Lease. Unless otherwise Decommissioned as provided in Paragraph 5.B. of this Lease, upon the expiration or sooner termination of this Lease, Lessee shall abandon and surrender title to the Water Facilities, including, all associated fixtures, equipment, machinery, trade fixtures, and other affixed items of personal property to Lessor without charge. Such abandonment shall be conclusively presumed following: (i) Lessee's discontinuation of Water Business servicing Port Bienville Industrial Park; or (ii) early termination of the Lease as contemplated in Paragraph 2.E. Upon Lessee's abandonment and surrender thereof to Lessor, title to the Water Facilities on the Leased Premises shall vest

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

with Lessor. Lessee shall execute any and all documents Lessor may deem necessary in order to give effect to this Paragraph 5.A.

B. Decommissioning of Water Facilities. Upon expiration or earlier termination of the Term of this Lease (including any renewal term(s)), whether in whole or in part, whichever occurs sooner, Lessor shall have the option to notify Lessee to Decommission the Water Facilities for that portion of the Leased Property so terminated or expired. Upon receipt of such notice to Decommission, Lessee, at its sole cost and expense, shall promptly and diligently Decommission such Water Facilities in accordance with Good Industry Practices and in accordance with applicable Laws. However, Lessee shall make diligent efforts to restore the Leased Property to a site-ready condition capable for future development, normal wear and tear excepted. Notwithstanding any other provision of the Lease to the contrary, Lessee's obligation to Decommission the Water Facilities shall be an obligation that survives the expiration or earlier termination of the Term of this Lease. Lessee shall complete all Decommissioning within sixty (60) days of receipt of Lessor's notice to Decommission. In the event Lessee fails to complete Decommissioning contemplated herein, Lessor may elect, in its sole discretion, to conduct the Decommissioning activities and dispose of such property at Lessee's expense and in such case Lessee shall by liable and reimburse Lessor for all out-of-pocket costs incurred by Lessor for such Decommissioning, plus an administrative fee equal to fifteen percent (15%) of such costs. Any Water Facilities that Lessor elects not to Decommission shall revert to Lessor.

C. Reversion of Underground Pipe to Lessor. Notwithstanding any other provision of this Lease to the contrary, if, during the term of this Lease, a future order from any Governmental Authority having jurisdiction over the underground pipe in place as of the date of execution of this Lease determines that such underground pipe be decommissioned due to the presence of asbestos exceeding lawful thresholds then Lessee, at its sole cost and expense, shall be responsible to promptly install the necessary replacement underground pipe of like capacity in order to continue the uninterrupted operation of the Water Business and title to the decommissioned underground pipe shall revert back to the Lessor and costs associated with any removal or remediation efforts associated with the decommissioned underground pipe shall be at Lessor's sole cost and expense. For the avoidance of doubt, Lessor shall not cover or reimburse Lessee for any costs associated with the permitting, engineering, design, construction, or other costs for any replacement Water Facilities as a result of the presence of asbestos or any other harmful substances.

6. IMPROVEMENTS

A. Maintenance & Repair. Lessee shall at all times during the term of this Lease, at its sole cost and expense, ensure that all preventive, routine, and non-routine maintenance and repairs are performed on the Water Facilities on a basis that reasonably ensures reliable long-term and safe operation, and are performed by appropriately knowledgeable, trained, and experienced personnel utilizing proper equipment and tools.

B. Alterations. Except as otherwise expressly permitted herein, Lessee shall not alter the Leased Property, including construct any additional improvements to the Leased Property, except for any reasonable maintenance or repair, without submitting design plans to Lessor and obtaining the prior written consent of Lessor to construct such additional improvements in the manner

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

set forth on the approved design plans. Upon completion of construction, the improvements made by Lessee shall be constituted as part of the Water Facilities as defined herein.

7. INSURANCE

A. Insurance. Beginning on the Effective Date and throughout the Term of this Lease, including any renewal term(s), Lessee shall obtain and maintain certain insurance policies as described herein, on an occurrence form, relating to claims for property damage or bodily injury arising from the Permitted Use, including, without limitation, the construction, operation, maintenance, repair, replacement or decommissioning of the Water Facilities with coverage limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate. Lessee shall also provide and maintain Umbrella and/or Excess insurance providing coverage on a "following form" basis to the underlying primary coverage of with coverage limits of at least $2,000,000. Lessee's Umbrella and/or Excess insurance shall have endorsements and/or coverage extensions at least as broad and/or following form to the primary underlying policy and shall constitute excess coverage and shall not contain endorsements which restrict coverage provided in the underlying policy. The policies will include a waiver of subrogation in favor of the Lessor. Throughout the Term, including any renewal term(s), Lessee shall maintain insurance on the Water Facilities with companies as is commercially reasonable and available. All policies shall be with insurance companies with a minimum AM Best Insurance Rating of A-VIII licensed by the Mississippi Insurance Department. Where required by written contract, insurance policies shall be written as primary policies, not contributing with and not supplemental to the coverage that Lessor may carry. Lessee shall provide Lessor with a minimum thirty (30) day (ten (10) day for non-payment of premium) notice of any cancellation or material change in coverage. Within ten (10) days after the Effective Date of this Lease, Lessee shall provide Lessor a Certificate of Insurance **("COI")** utilizing an industry standard ACORD form and annually thereafter until all obligations of Lessee pursuant to this Lease have been fully discharged. Such insurance shall include, but shall not be limited to, commercial general liability, automobile liability, public liability, contractual liability (including contractual liability for this Lease), fire and such other perils as are normally covered by extended coverage endorsements in an amount equal to the full replacement value thereof (including, but not limited to, earthquake, flood, loss of rent and such other coverages as Lessee in its reasonable discretion, deems appropriate), pollution/environmental insurance, and workers' compensation insurance as required by Law.

B. Policy Requirements. All such policy or policies required of Lessee above (except workers' compensation insurance) shall include Lessor and, if required, the mortgagees of Lessor as additional insureds or loss payees but only to the extent of liability assumed by Lessee. Lessee agrees that any policy or policies insuring against fire and such other perils under the Special Form Coverage Insurance, or other such insurance required under Paragraph 7.A shall contain an express waiver of any right of subrogation by the insurer against Lessor, Lessee hereby expressly releasing Lessor and waiving any right of recovery against Lessor for any cause of action for which subrogation could be claimed by said insurer. Notwithstanding the above, Lessee agrees that the waiver of subrogation herein contained shall expressly extend to and include any uninsured loss covered by deductibles or self-funded retention costs of Lessee. In the event Lessee fails to obtain or maintain any policy required under this Paragraph 7, Lessor may terminate this Lease as provided in Paragraph 18 or may, in its sole discretion, procure such policy and the costs of any premiums or other costs of procuring such policy (including Lessor's administrative costs) shall be Additional Rent.

8. SURRENDER AND HOLDOVER

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

A. **Removal Period.** On the expiration or sooner termination of the Term, Lessee shall, unless otherwise directed to Decommission as contemplated in Paragraph 5.B.(i) quit and peaceably surrender the Leased Property and any Water Facilities located thereon, as soon as reasonably possible after, but in no event later than ten (10) Business Days after, the expiration or termination of the Term; (ii) remove or cause to be removed any other personal property of Lessee or any other Person, not otherwise being part of the Water Facilities, from the Leased Property; and (iii) repair any damage caused by the removal of all or any of the aforesaid personal property (the **"Removal Period").** Nothing provided herein shall be construed to prevent Lessor, or its designee, from occupying the Leased Property during the Removal Period or from seeking rental due from Lessee during any holdover period under Paragraph 8.D. In the event Lessor, or its designee, occupies the Leased Property during the Removal Period, Lessee shall conduct its removal activities in a manner so as not to interfere with the activities of Lessor or its designee.

B. **Failure to Remove.** If Lessee fails to remove any personal property of Lessee or its subtenants, franchisees and licensees within the Removal Period, all such personal property not so removed during the Removal Period shall be deemed abandoned.

C. **Abandonment.** Abandoned property, or any part of abandoned property, shall become the property of Lessor if, but only if, Lessor so elects, in its sole discretion. However, Lessor may elect, in its sole discretion, to remove any or all abandoned property from the Leased Property and dispose of such property at Lessee's expense, including reasonable and necessary attorneys', consultants' and experts' fees, and in such case, Lessee shall reimburse Lessor for all out-of-pocket costs incurred by Lessor for such removal and disposal, plus an administrative fee equal to fifteen percent (15%) of such costs. Lessor shall invoice Lessee for such amounts, which invoices shall include sufficient information and documentation evidencing the actual out-of-pocket expenses so incurred by Lessor. All such amounts shall be due and payable as Additional Rent within thirty (30) days after receipt by Lessee of the invoice therefor. Should Lessee not pay such invoices when due, the unpaid amounts shall accrue interest at the Late Payment Rate from the date payment was due until payment is actually made. Lessee's obligations under this Paragraph 8.C shall survive the expiration or sooner termination of the Lease.

D. **Holdover.** If Lessee retains possession of the Leased Property after the termination of the Term (or after the termination of a Renewal Period, if applicable), unless otherwise agreed in writing, or for removal of the Water Facilities during the Removal Period, such possession shall be subject to immediate termination by Lessor at any time, and all of the other terms and provisions of this Lease (excluding any renewal option) shall be applicable during such holdover period, except that Lessee shall pay Lessor from time to time, upon demand, as Monthly Rent for the holdover period, as provided in paragraph 3(A). All other payments shall continue under the terms of this Lease. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph 8.D. shall not be construed as consent for Lessee to retain possession of the Leased Property.

9. ASSIGNMENT AND SUBLETTING

A. Consent.

(i) *Assignment/Transfer By Lessee.* Lessee shall not assign this Lease or sublet all or any part of the Leased Property or permit the Leased Property or any part thereof to be occupied by any person without Lessor's prior written consent, in its sole and

absolute discretion; provided, however, that any Person who is engaged in the performance of an obligation of Lessee may, pursuant to the terms of this Lease, occupy the Leased Property without a separate written consent from Lessor. Any assignment or sublease, by operation of law or otherwise, not consented to by Lessor, shall be void and shall constitute a default under this Lease. Lessor shall transfer any applicable existing permits necessary for execution of this Agreement and shall cooperate as reasonable with the Lessee in transferring and obtaining any permits required to operate the system conveyed herein.

(ii) *Assignment/Transfer By Lessor.* Lessor may assign this Lease without prior written notice to Lessee.

B. Assumption by Transferee. Notwithstanding any provision in this Lease to the contrary, no assignment, transfer, conveyance, or sublease of this Lease shall be effective unless it shall expressly provide that the transferee has assumed all of the transferor's obligations under this Lease from and after the date of transfer and has agreed to perform and observe the terms, covenants and conditions in this Lease on transferor's part to be performed from and after the date of transfer. In the case of a sublease or an assignment by Lessee, Lessor shall be designated as a third-party beneficiary of the obligations of the transferee or assignee (as applicable) to pay rent and perform all of its obligations under this Lease. No sublease may be for a term or terms which shall expire subsequent to the expiration of the Term and each sublease shall be subject and subordinate to the rights of Lessor under this Lease. For greater certainty, unless otherwise agreed to in writing by Lessor, in its sole discretion, no assignment, transfer, conveyance or sublease nor the acceptance of rent by Lessor from an entity not a party hereto shall impair, affect or reduce any of the obligations of Lessee hereunder, and Lessee shall nevertheless remain fully liable as a principal, and not as a guarantor or surety, for the payment of all rent and other amounts required to be paid by Lessee under this Lease and for the performance of all other terms, obligations, indemnities, covenants and conditions of Lessee under this Lease as if no subletting or assignment had been made.

10. MEMORANDUM OF LEASE

Omitted.

11. ENVIRONMENTAL

A. Compliance. During the Term, Lessee shall comply with Environmental Laws applicable to its operations at or on the Leased Property which compliance shall include handling, storing, and disposing of all substances at, in, or on the Leased Property in compliance with all applicable Environmental Laws and satisfying any and all environmental enforcement, permitting notifications or reporting requirements directly arising out of Lessee's use of the Leased Property, as required by Applicable Law. Without limiting the foregoing, Lessee shall not (a) use or knowingly permit the use by or under Lessee, invitees, licensees, contractors or subcontractors ***("Lessee Responsible Parties")*** of the Leased Property for the on-site disposal of Hazardous Substances or any other activities in violation of Environmental Laws, or (b) Release, or knowingly allow the Release by or under Lessee or any Lessee Responsible Parties,

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of any Hazardous Substances onto the Leased Property or adjacent lands or waters in violation of or at concentrations that exceed those allowed by Environmental Laws.

B. Hazardous Substances/Environmental Laws. Lessee may not store any types or quantities of Hazardous Substances on the Leased Property.

(i) ***"Hazardous Substances"*** for purposes of this Paragraph 11 shall mean any substance, whether solid, liquid, gaseous, semi-solid, or any combination thereof, that is designated, defined or classified as a hazardous waste, solid waste, hazardous material, pollutant, contaminant, or toxic or hazardous substance, or terms of similar meaning, or that is otherwise regulated under any federal or state Environmental Law.

(i) ***"Environmental Laws"*** means all federal and state Environmental Laws including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601, *et seq.);* the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, *et seq.);* the Clean Water Act (33 U.S.C. Sections 1251, *et seq.);* the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, *et seq.);* the Toxic Substances Control Act (15 U.S.C. Sections 2601, *et seq.);* the Safe Drinking Water Act (42 U.S.C. Sections 300f, *et seq.),* the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701, *et seq.);* the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136, *et seq.);* the Atomic Energy Act of 1954 (42 U.S.C. Section 2014, *et seq.);* the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901, et *seq.);* the Occupational Safety and Health Act (29 U.S.C. Section 651, *et seq.),* the Clean Air Act (42 U.S.C. Sections 7401, *et seq.);* the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001, *et seq.);* the Mississippi Afr and Water Pollution Control Law (Miss. Code Ann. § 49-17-1), the Mississippi Solid Wastes Disposal Law of 1974 (Miss. Code Ann. § 17-17-1, *et. seq.),* the Mississippi Underground Storage Tank Act of 1988 (Miss. Code Ann.§§ 49-17-401, *et. seq.),* the Mississippi Hazardous Waste Facility Siting Act of 1990 (Miss. Code Ann. §§ 17-18-1, *et. seq.),* the Mississippi Pesticide Law of 1975 (Miss. Code Ann.§§ 69-23- 1, *et. seq.)* and the Mississippi Pesticide Application Law of 1975 (Miss. Code Ann. §§ 69-23-101, *et. seq.),* the Mississippi Department of Environmental Quality (MDEQ) Hazardous Waste Management Regulations (11 Miss. Admin. Code Pt 3, Chs. 1-3), MDEQ Underground Storage Tank Regulations (11 Miss. Admin. Code Pt. 5, Chs. 1-3), andMDEQ Air Emission Regulations for the Prevention, Abatement and Control of Air Contaminants (11 Miss. Admin. Code Pt. 2, Ch. 1)).

C. Contamination Notices and Documentation. Promptly upon receipt of any Contamination Notice (as hereinafter defined) from any person or entity, Lessee shall deliver to Lessor (i) a true, correct and complete copy of the Contamination Notice and (ii) any other documentation or records as Lessor reasonably requests in connection with the Contamination Notice. Lessee shall immediately advise Lessor of any material subsequent developments with respect to the subject matter of any Contamination Notice. ***"Contamination Notice"*** shall mean a written inquiry, notice of violation, order, communication, notice or report of any Governmental Authority related to actual or alleged Spills or environmental contamination at or affecting the

Leased Property or any Claim asserted by any other person or entity related to actual or alleged Spills or environmental contamination at or affecting the Leased Property, including, to Lessee's knowledge, the following:

(i) any actual or threatened suit, proceeding, investigation, order, consent order, injunction, writ, award, or action related to or affecting the Leased Property concerning any actual, threatened or alleged spill, contamination, discharge, deposit, leakage, release, emission, seeping, migrating, injecting, pumping, pouring, emptying, dumping, disposing, escape, or other movement of any Hazardous Substances in or affecting the Leased Property, whether sudden or gradual, accidental, or anticipated, or of any other nature (collectively, ***"Spill");*** any dispute relating to any Hazardous Substance use at the Leased Property by any person or entity or any Spill in or affecting the Leased Property;

(ii) any actual, threatened or alleged claims by or against any insurer relating to or arising out of any Hazardous Substances or Spill in or affecting the Leased Property;

(iii) any recommendations or requirements of any Governmental Authority or insurer relating to any Hazardous Substance use at the Leased Property or a Spill in or affecting the Leased Property; or

(iv) any claims made or threatened or alleged by any entity or person against Lessee or Lessor or the Leased Property relating to damage, contribution, cost, recovery, compensation, loss, or injury resulting from any Hazardous Substances use at the Leased Property by Lessee.

D. Action to be Taken. In the event that (i) Lessee has caused or permitted, directly or indirectly, any Spill in, on or affecting the Leased Property, or (ii) any Spill has occurred on the Leased Property during the Term of this Lease (other than a Spill that is the direct result of acts or omissions by or on behalf of Lessor and Tenants), then Lessee shall promptly take all of the following actions:

(i) notify Lessor, as provided herein;

(ii) take all steps that are required by applicable Environmental Laws, including the requirements of Governmental Authorities to respond to and clean up any such Spill (including all removal, remediation, abatement and treatment, and compliance with all reporting/notification, requirements under applicable Environmental Laws), subject to all required governmental approvals and in accordance with all applicable Environmental Laws;

(iii) conduct Remediation of the Leased Property to restore the Leased Property to its condition prior to the Spill or such other condition that is required by applicable Law (including, without limitation, any applicable Environmental Law) and is acceptable to the relevant Governmental Authority having authority over the matter;

(iv) allow Lessor and its respective designees to monitor and inspect all cleanup and Remediation related to such Spill; and

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(v) take such other actions as may be required by applicable Environmental Law.

Notwithstanding the foregoing, in the event Lessor has reason to believe that an environmental hazard exists on the Leased Property that does not, in the sole discretion of Lessor, endanger any tenants, other occupants of the Leased Property, their guests or the general public or materially and adversely affect the value of the Leased Property, upon reasonable written notice from the Lessor, Lessee shall, at Lessee's expense, promptly cause an engineer or consultant satisfactory to Lessor to conduct an environmental assessment or audit (the scope of which shall be determined in the reasonable discretion of Lessor) and take any samples of soil, groundwater or other water, air, or building materials or any other invasive testing requested by Lessor and promptly deliver to Lessor the results of any such assessment, audit, sampling, or other testing; provided, however, if such results are not delivered to Lessor within a reasonable period or if Lessor has reason to believe that an environmental hazard exists on the Leased Property that, in the reasonable judgment of Lessor, endangers any tenant or other occupant of the Leased Property, their guests or the general public or may materially and adversely affect the value of the Leased Property, upon reasonable notice to Lessee, Lessor and any other Person designated by the Lessor, including, but not limited to, any receiver, any representative of a Governmental Authority, and any environmental consultant, shall have the right, but not the obligation, to enter upon the Leased Property at all reasonable times to assess any and all aspects of the environmental condition of the Leased Property and its use, including, but not limited to, conducting any environmental assessment or audit (the scope of which shall be determined in the reasonable discretion of Lessor) and taking samples of soil, groundwater or other water, air, or building materials, and reasonably conducting other invasive testing. Lessee shall cooperate with and provide Lessor and any such Person designated by Lessor with access to the Leased Property during normal business hours except in the event of an emergency or the imminent threat of an emergency. Lessee shall reimburse Lessor for all reasonable costs and expenses actually incurred by Lessor with respect to the same, within thirty (30) days of receipt of Lessor's written request together with supporting documentation; provided, however, that Lessee shall not be responsible for the costs of any work that is duplicative of work in response to a Spill that was performed by Lessee prior to receipt of Lessor's written notice hereunder.

E. Testing and Monitoring. Lessor shall have the right, from time to time during the Term of this Lease, upon reasonable prior written notice to Lessee, to enter upon the Leased Property at all reasonable times to, at Lessor's sole cost, risk and expense, assess any and all aspects of the environmental condition of the Leased Property and its use, including conducting any environmental assessment or audit (the scope of which shall be determined by Lessor in its sole and absolute reasonable discretion) and take any samples of soil, groundwater or other water, air, or building materials or any other invasive testing. In conducting such assessments, audits or testing, Lessor and its consultants and representatives shall not unreasonably interfere with the use and occupancy of the Leased Property by Lessee. Notwithstanding the foregoing, if (a) Lessor has reason to believe that an environmental condition or hazard exists on the Leased Property that, in the sole reasonable judgment of Lessor, violates any Environmental Laws or otherwise endangers Lessee or any other occupant of the Leased Property, or any occupants of the Water Facility or the general public, or poses a risk of any environmental condition on all or any portion of the Water Facility and (b) to the extent such environmental condition or hazard on the Leased Property has been caused by the act or omission of Lessee or its employees, contractors, agents, or invitees or any occupants hereunder of the Leased Property or through a violation of this Lease by Lessee, then any such assessments, audits or testing shall be performed by Lessor at Lessee's sole cost and expense and Lessee shall reimburse Lessor for such costs and expenses; provided, however, that in the case of sampling of soil,

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groundwater or other water, air, or building materials, if the results of such sampling do not identify Hazardous Substances at levels or concentrations that require reporting or other response under applicable Environmental Laws, the Lessee shall have no obligation to reimburse Lessor for the costs and expense of such sampling. Lessee shall cooperate with and provide Lessor and any consultant, representative or other person designated by Lessor with access to the Leased Property under this Paragraph 11.E, provided Lessor provides reasonable prior written notice to Lessee of such access.

F. **Lessor's Environmental Warranties, Representations and Covenants.** Lessee shall not be liable and responsible under this Lease for any use of Hazardous Substances at the Leased Property before, and/or for any Spill or presence of Hazardous Substances at, in, under, on or migrating from the Leased Property, before the Effective Date.

G. **Survival of Obligations.** Notwithstanding any provisions in this Lease to the contrary, the indemnities, covenants and agreements of the Parties in this Paragraph 11 shall survive the expiration or sooner termination of this Lease, regardless of the means of such expiration or termination.

H. **Sublease.** All of the terms and provisions contained in Paragraphs 11.A through 11.G shall be included among the terms and provisions of any sublease of the Leased Property permitted pursuant to the terms of this Lease.

12. REPRESENTATIONS

A. **Lessor's Representations.** Lessor represents and warrants to Lessee that:

(i) The execution and delivery of this Lease by Lessor has been duly authorized and approved by the Board of Commissioners of the Hancock County Port and Harbor Commission in accordance with the requirements of applicable Laws.

(ii) Lessor has authority to execute, deliver and perform this Lease and each instrument and agreement to be executed and delivered by Lessor pursuant hereto and to take all of the actions contemplated hereby to be taken by Lessor, including, delivery of possession of the Leased Property to Lessee pursuant to the terms hereof, subject to approval of the Hancock County Board of Supervisors.

B. **Lessee's Representations.** Lessee represents and warrants to Lessor that:

(i) The execution and delivery of this Lease by Lessor has been duly authorized and approved by the Board of Commissioners of the Hancock County Water and Sewer District in accordance with the requirements of applicable Laws.

(ii) Lessee has authority to execute, deliver and perform this Lease, and each instrument and agreement to be executed and delivered by Lessee pursuant hereto, and the taking by Lessee of the actions contemplated hereby including taking possession of the Leased Property and operating the Water Facilities on the Leased Property.

(iii) Throughout the term of this Lease, Lessee shall maintain sufficient operating personnel at all times and such personnel are adequately experienced, trained, and licensed as reasonably necessary to operate the Water Facilities properly and efficiently, and are

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capable of providing continuous uninterrupted operation of the Water Business to the Port Bienville Industrial Park, including, the ability to fully and adequately respond to reasonably foreseeable emergency conditions whether caused by events on or off the site of the Leased Premises.

13. TAXES AND ASSESSMENTS

A. **Ad Valorem Taxes.** To the extent applicable, Lessee shall pay or cause to be paid all ad valorem taxes and assessments imposed upon or become due and payable out of or in respect of or become a Lien on the Leased Property and any Water Facilities located thereon (the ***"Ad Valorem Taxes").***

B. Other Taxes. To the extent applicable, Lessee shall pay or cause to be paid all assessments, water and sewer rents, impact or developmental fees, rental taxes, and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which at any time during the Term of this Lease may be assessed, levied, confirmed, imposed upon or become due and payable out of or in respect of or become a Lien on the Leased Property or any Water Facilities located thereon or any appurtenances thereto (the ***"Other Taxes"),*** and in no event shall Lessor be liable for any Other Taxes.

14. UTILITIES

Lessee shall pay for all utilities and services supplied to the Leased Property including all installation and connection charges. It is expressly understood and agreed that Lessor shall have no obligation or responsibility for Lessee's business operation-Lessee being solely responsible therefore. Lessor shall have no obligation to furnish any utilities such as water, gas, electricity, garbage or trash pickup, plumbing hookup, pest control, or any other facilities or services.

15. SUBORDINATION

As of the Effective Date, Lessor and Lessee agree that this Lease shall be and the same hereby is made subject and subordinate at all times to all leases, covenants, restrictions, easements and encumbrances affecting the fee title of the Leased Property.

16. ESTOPPEL

At any time and from time to time Lessee, upon request of Lessor, shall execute, acknowledge and deliver any instrument stating, if the same be true, that this Lease is a true and exact copy of the Lease between the Parties hereto, that there are no amendments hereof (or stating what amendments there may be\ that the same is then in full force and effect and that to the best of Lessee's knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Monthly Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Lessor or Lessee, as the case may be, to be performed, and that as of such date no Default has been declared hereunder by either Party, if that be the case. Such instrument will be executed by Lessee and delivered to Lessor within thirty (30) days after receipt of request therefor, or else the statements made in the estoppel request shall be deemed to be correct, unless Lessee has sent written notice, within such thirty (30) day period, stating its objections to any provision of said estoppel certificate, whereupon the parties shall diligently seek to resolve any such objection.

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17. POSSESSION AND QUIET ENJOYMENT; INSPECTIONS.

A. Possession and Quiet Enjoyment. Lessor covenants that Lessor has good right to lease the Leased Property. Lessor warrants that Lessee shall at all times during said Term, and any extension thereof, have peaceable and quiet enjoyment and possession of said Lease Property without let or hindrance from Lessor or any person whomsoever legally claiming through Lessor, provided there shall be no Default under this Lease, but subject, nevertheless, to the terms of this Lease and any mortgages, agreements, easements, conditions, restrictions, covenants and encumbrances to which this Lease is or may be subordinated. Notwithstanding any other provision in this Lease, Lessor shall retain the right to access and use the Leased Property for Lessor's purposes so long as such access and use does not unreasonably interfere with Lessee's use and operation of the Leased Property.

B. Inspections. Notwithstanding the foregoing, Lessor shall have the right, from time to time, in its sole discretion and upon giving reasonable notice to inspect the Leased Property and conduct reasonable investigations and assessments thereof, including pursuant to Paragraph 11.E. Lessee shall permit agents, representatives and employees of Lessor to enter and inspect the Leased Property or any portion of the Water Facilities located thereon, and to perform such investigations and assessments thereof, at such reasonable times as may be requested by Lessor upon reasonable advance notice; provided, however, (a) in conducting said inspections, investigations and assessments, the agents, representatives and employees of Lessor shall not unreasonably interfere with the use and operation of the Leased Property by Lessee. Subject to Paragraph 11.E, the cost of said inspections, investigations and assessments shall be borne by Lessor unless a Default by Lessee under this Lease exists and is continuing, in which case the cost of said inspections, investigations and assessments shall be borne by Lessee. If Lessee prohibits, bars or fails to permit agents, representatives and employees of Lessor from entering and inspecting the Leased Property or from performing investigations or assessments thereof, as required by this Paragraph 17.B, Lessee shall immediately be in Default under this Lease.

18. DEFAULTS.

A. Events of Default. Any provision to the contrary herein notwithstanding, an event of default (a ***"Default"*** or ***"Event of Default")*** shall be deemed to occur with respect to a Party when:

(i) Other than a Default described in this Paragraph 18, such Party fails to perform any of its obligations, requirements or covenants under this Lease, which failure is not cured to the satisfaction of the other Party (in its reasonable discretion) within thirty (30) days from the date that such Party receives written notice from the other Party of such breach; *provided, however,* that if such cure is not reasonably possible within such thirty (30) days and such Party shall within such thirty (30) days provide a reasonably satisfactory action plan to cure such breach and commence the cure and thereafter diligently perform and complete such cure as soon as practicable (but not longer than ninety (90) days after the notice, unless otherwise agreed by the parties), the breach shall not be a Default.

(ii) Except as otherwise set forth in this Lease, such Party breaches any material representation made in Paragraph 12 of this Lease by such Party, or any such

representation proves to have been incorrect or misleading in any material respect when made under this Lease; *provided, however,* that if such breach is curable, it is only an event of Default if such breach is not cured to the reasonable satisfaction of the other Party (in its reasonable discretion) within sixty (60) days from the date that such Party receives notice that corrective action is needed.

(iii) Such Party enters into Bankruptcy.

B. Remedies Upon Default. Notwithstanding any other provision of this Lease, upon the occurrence of an Event of Default with respect to a Party (the ***"Defaulting Party"),*** the other Party (the ***"Performing Party")*** shall be entitled to do one or more of the following: (a) suspend its performance under this Lease during the occurrence of the Event of Default (but after the expiration of any applicable cure period set forth in this Paragraph 18) with prior written notice to the Defaulting Party, (b) proceed against the Defaulting Party for damages or (c) terminate this Lease; except that no such prior notice to terminate shall be required in the event of a Default pursuant to Paragraph 17(B) or 18A(iii) above.

C. Other Remedies. Upon any Default, as specified above, the Performing Party shall have all other rights and remedies, if any, afforded it under the laws.

D. No Waiver. The rights and remedies herein reserved by or granted to the Performing Party are distinct, separate and cumulative, and the exercise of any one of them shall not be deemed to preclude, waive or prejudice the Performing Party's right to exercise any or all others; however, the Performing Party shall not be entitled to more than a single recovery of damages for any given claim or cause of action arising hereunder or in connection herewith.

19. NOTICES.

Whenever any notice, demand, request or other communication is required or permitted under this Lease, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next Business Day delivery, to the respective addresses of the Parties set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below (provided a hard copy is also sent either by registered, certified mail, or recognized overnight delivery service for next day delivery), or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal (provided a hard copy is also sent either by registered, certified mail, or recognized overnight delivery service for next day delivery). Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

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(i) If to Lessor, (i) Attention: Chief Executive Officer, Hancock County Port & Harbor Commission, 14054 Fred and Al Key Road, Kiln, MS 39556; and (ii) in the case of a notice of default or other non-performance, a copy to Attention: K.C. Hightower, Balch & Bingham, LLP, 1310 Twenty-Fifth Avenue, Gulfport, MS 39501; or

(ii) If to Lessee, (i) Attention: Board President, Hancock County Water & Sewer District, 7040 Stennis Airport Road, *Kiln,* MS 39556; and (ii) in the case of a notice of default or other non-performance, a copy to J.P. Compretta, 110 Scianna Lane, Bay St. Louis, MS 39520.

20. EXHIBITS INCORPORATED BY REFERENCE.

Any Exhibits attached to this instrument shall be considered as a part of this Lease and incorporated herein as if originally written herein. Any reference to an Exhibit with a number or letter designation shall refer to the Exhibit so numbered or lettered as attached.

21. SURVIVAL

Notwithstanding any provision in this Lease to the contrary, the expiration or sooner termination of the Term shall not relieve Lessor or Lessee from any of their respective obligations accruing prior to the expiration or sooner termination of the Term.

22. ENTIRETY OF AGREEMENT; BINDING EFFECT; AMENDMENTS

This Lease, together with the Exhibits hereto and any documents specifically referred to herein constitutes the entire understanding between Lessor and Lessee with respect to the subject matter hereof and merges and supersedes all prior negotiations and understandings, and there are no other representations, promises, agreements or understandings, oral or otherwise, between the Parties pertaining to the Leased Property which are not set forth herein or in such other specifically referenced documents. Except as may be otherwise provided in this Lease, this Lease and all of the covenants hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Lease shall not be modified, altered, changed, or amended except by a writing executed by the Parties hereto. If the interests of both Lessor and Lessee should ever be held by the same person or entity, those interests shall not merge, and this Lease shall survive, unless extinguished by a writing executed by the holder of both interests.

23. WAIVER

Any of the terms or conditions of this Lease may be waived at any time and from time to time, but only in a writing duly executed by both Parties; provided, however, that except as otherwise specifically provided in this Lease, no failure or delay on the part of either Party in exercising any of their respective rights hereunder, upon any failure by the other Party to perform or observe any condition, covenant or provision herein contained, shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights preclude any other or further exercise or the exercise of any other right hereunder. No waiver or release of any of the terms, conditions or provisions of this Lease shall be valid or asserted or relied upon by either Party hereto or offered in any judicial proceeding or otherwise, unless the same is in writing, and duly executed by both Parties.

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24. SEVERABILITY.

This Lease is intended to be performed in accordance with, and only to the extent permitted by, all applicable Laws. If any provision of this Lease or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Lease and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable Law.

25. COUNTERPARTS.

This Lease may be executed in any number of counterparts, which together shall constitute the agreement of the Parties hereto.

26. CAPTIONS.

The captions in this Lease are used for convenience only, and they in no way define, limit, or prescribe the scope or intent of this Lease or any provisions thereof.

27. GOVERNING LAW.

This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to its conflict of laws principles. The Parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of a court of competent jurisdiction in Hancock County, Mississippi.

28. MISCELLANEOUS.

A. No Partnership. The Parties agree that neither this Lease nor the obligations hereunder create a partnership for U.S. federal income tax purposes or otherwise. In the event that it is so construed, however, the Parties agree to be excluded from the provisions of Subchapter K of the U.S. Internal Revenue Code of 1986. Further, nothing contained in this Lease shall be construed to create an association, trust, partnership, joint venture, association taxable as a corporation, company by shares, or other entity for the conduct of any business for profit, or impose a trust or partnership duty, obligation or liability or agency relationship on, or with regard to, either Party.

B. No Third-Party Beneficiaries. Nothing contained in this Lease shall be construed to create any duty to, any standard of care with reference to, or any liability to, any Person not a party to this Lease.

C. Computation of Time. Except as otherwise provided herein, in computing any period of time prescribed or allowed by this Lease, the day of the act, event, or Default from which the designated period of time begins to run shall be excluded but the last day of such period shall be included.

[This space left blank intentionally. Signatures on the following pages.]

The undersigned Lessor and Lessee execute this agreement effective as of the 9th day of December, 2022.

LESSOR
HANCOCK COUNTY PORT & HARBOR COMMISSION

By: _____
Name: William P. Cotter
Title: Chief Executive Officer

LESSEE
Hancock County Water & Sewer District

By: _____
Name: Farron Hoda
Title: Chairman

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

LESSOR
HANCOCK COUNTY PORT & HARBOR COMMISSION

By: _____
Name: William Cotter
Title: Chief Executive Officer

MISSISSIPPI NOTARY ACKNOWLEDGEMENT

State of Mississippi

County of _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2022, within my jurisdiction, the within named _____ [name(s) of person(s) acknowledged], who acknowledged that (he) (she) (they) executed the above and foregoing instrument.

[Seal]

_____

[Notary Public]

My Commission Expires:

_____

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

LESSEE

Hancock County Water & Sewer District

By: _____

Name: Farron Hoda

Title: Chairman

NOTARY ACKNOWLEDGEMENT

State of MS

County of Hancock

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of December, 2022, within my jurisdiction, the within named Farron Hoda [name(s) of person(s) acknowledged], who acknowledged that (he) (she) (they) executed the above and foregoing instrument.[Seal]

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 128282 TONYA LADNER Commission Expires June 27, 2023 HANCOCK COUNTY

_____

[Notary Public]

My Commission Expires: 6/27/2023

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Exhibit "A"

The Leased Premises being made up of 1.83 +/- acre site located on Webre Road as described below.

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

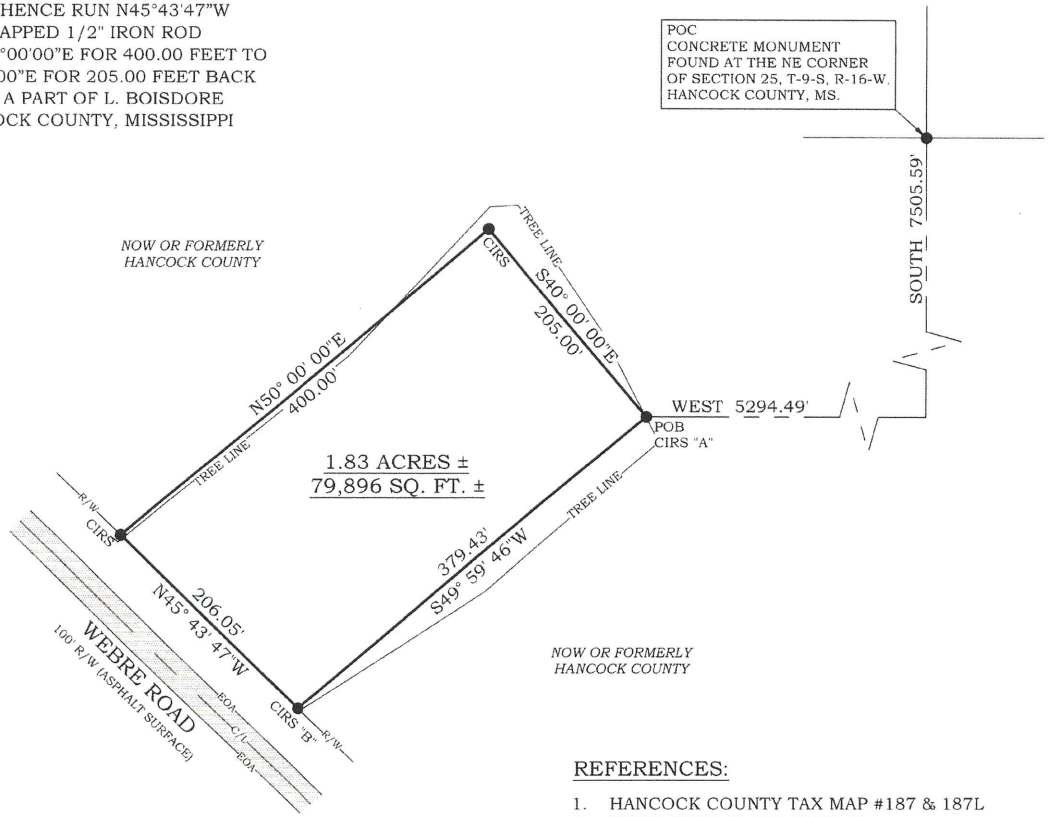
LEGEND:

IRF = 1/2" IRON ROD FOUND
IPF = IRON PIPE FOUND
CIRF = CAPPED 1/2" IRON ROD FOUND
CIRS = CAPPED 1/2" IRON ROD SET
IFP = IRON FENCE POST
TPF = "T" POST FOUND
IBF = IRON BAR FOUND
AIF = ANGLE IRON FOUND
WFP = WOOD FENCE POST
MNF = MAGNETIC NAIL FOUND
MNS = MAGNETIC NAIL SET
REF. = REFERENCE
O/S = OFFSET
R/W = RIGHT-OF-WAY
O/H/U = OVERHEAD UTILITIES
PP = POWER POLE
LP = LIGHT POLE
TP = TELEPHONE PEDESTAL
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
TBM = TEMPORARY BENCH MARK
FFE = FINISH FLOOR ELEVATION
TOB = TOP OF BANK
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE
FH = FIRE HYDRANT
SMH = SEWER MAN HOLE
C/L = CENTERLINE
EOA = EDGE OF ASPHALT
EOG = EDGE OF GRAVEL
(P) = PLAT OF RECORD
(D) = DEED OF RECORD
(R) = RECORD
× 0.00 = GROUND ELEVATION

DESCRIPTION:

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 9 SOUTH, RANGE 16 WEST, HANCOCK COUNTY, MISSISSIPPI AND RUN SOUTH FOR 7505.59 FEET; THENCE RUN WEST FOR 5294.49 FEET TO A CAPPED 1/2" IRON ROD SET, AT THE POINT OF BEGINNING. THENCE RUN S49°59'46"W FOR 379.43 FEET TO A CAPPED 1/2" IRON ROD SET ON THE NORTHEASTERLY RIGHT OF WAY OF WEBRE ROAD; THENCE RUN N45°43'47"W ALONG SAID RIGHT OF WAY FOR 206.05 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE LEAVING SAID RIGHT OF WAY RUN N50°00'00"E FOR 400.00 FEET TO A CAPPED 1/2" IRON ROD SET; THENCE RUN S40°00'00"E FOR 205.00 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL LAND IS A PART OF L. BOISDORE CLAIM, TOWNSHIP 9 SOUTH, RANGE 16 WEST, HANCOCK COUNTY, MISSISSIPPI AND CONTAINING 1.83 ACRES MORE OR LESS.

GRID COORDINATES		
POINT	NORTHING	EASTING
"A"	261740.83	754229.27
"B"	261496.94	753938.54



NOTES:

1. LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
2. BEARINGS REFERENCE: GRID, GEOID G2018U7 NAD '83 STATE PLANE ZONE MISSISSIPPI EAST BY GPS OBSERVATION, UTILIZING EARL DUDLEY'S VIRTUAL REFERENCE NETWORK, INET. HAVING A CONVERGENCE ANGLE OF -0°22'00" AND A COMBINATION FACTOR OF 1.000014280.
3. SURVEY CONSIDERED A CLASS "B" SURVEY.
4. ONLY VISIBLE ROADS, LANES, DRIVEWAYS, DRAINS, UTILITIES, ETC., OVER AND ACROSS SAID PREMISES ARE SHOWN HEREON.
5. THIS SURVEY WAS PREPARED WITHOUT A CURRENT TITLE REPORT NOR WERE COUNTY RECORDS RESEARCHED FOR EASEMENTS BY THIS SURVEYOR.

REFERENCES:

1. HANCOCK COUNTY TAX MAP #187 & 187L
2. DEED BOOK B-140, PAGE 63

CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael R. McGinnis P.L.S. #02827 10/26/2022

MICHAEL RAYMOND McGINNIS DATE
PROFESSIONAL SURVEYOR
P.L.S. - #02827
STATE OF MISSISSIPPI

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)

1 INCH = 100 FEET

REV. #2 DATE:	
REV. #1 DATE:	
DATE: 10.26.2022	
SCALE: 1" = 100'	
DRAWN BY: MRM	

CHINICHE ENGINEERING & SURVEYING
ESTABLISHED 1971
OFFICE - (228) 467-6755
EMAIL - jason@jjc-eng.com
WEBSITE - www.jjc-eng.com
407 Hwy. 90,
BAY ST. LOUIS, MS, 39520

PLAT OF SURVEY OF
PART OF L. BOISDORE CLAIM,
T-9-S, R-16-W,
HANCOCK COUNTY, MS.

JOB #: 15-003_PB-WELL & TANK SHEET 1 OF 1

FOR: HANCOCK COUNTY WATER AND SEWER

Attachment: Resolution# 20221212-11 Authorizing Ground Lease with Hancock County Water and Sewer District at Port Bienville Industrial Park

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Chanse Watson,
Subject:	RESOLUTION# 20221212-14
	AUTHORIZING STAFF TO EXECUTE A SOLE-SOURCE PURCHASE WITH RSINET,LLC AND/OR ALL WEATHER, INC., TO REPLACE THE PRESENT WEATHER SENSOR ON AUTOMATED WEATHER OBSERVATION SYSTEM AT STENNIS INTERNATIONAL AIRPORT TO INCLUDE LABOR BY RSINET, LLC IN THE TOTAL AMOUNT NOT TO EXCEED $28,000;

ATTACHED:
FAA's List of Certified Non-Federal AWOS Systems
KHSA PWX sole source
Quote Adjustment Email by RSI
AWI_AWOS Visibility_Present Weather Sensor Upgrade Quotation_RSI (003)
FAA AWOS Letter of Record for Maintenance
AWI Sole Source Letter

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-14

AUTHORIZING STAFF TO EXECUTE A SOLE-SOURCE PURCHASE WITH RSINET,LLC AND/OR ALL WEATHER, INC., TO REPLACE THE PRESENT WEATHER SENSOR ON AUTOMATED WEATHER OBSERVATION SYSTEM AT STENNIS INTERNATIONAL AIRPORT TO INCLUDE LABOR BY RSINET, LLC IN THE TOTAL AMOUNT NOT TO EXCEED $28,000;

WHEREAS, by Resolution 20220822-02 the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget and 2019 WIP- 2023 Capital Improvement Plan;

WHEREAS, Stennis International Airport has installed an Automated Weather Observation System (AWOS) to report various weather conditions on the field to be disseminated to the Air Traffic Control Tower personnel and the flying public;

WHEREAS, Staff learned through a recent FAA-required inspection of the AWOS that the present weather sensor requires replacement;

WHEREAS, the present weather sensor provides indication of the type and rate of of precipitation occurring at Stennis International Airport which is valuable information for the flying public;

WHEREAS, the present weather sensor is now combined with the visibility sensor, another critical reporting component of the AWOS;

WHEREAS, Staff received a quote from Remote Systems Integration, LLC (RSINet, LLC) who recently entered into an annual service/maintenance contract with the Commission for the AWOS;

ATTACHED:
FAA's List of Certified Non-Federal AWOS Systems
KHSA PWX sole source
Quote Adjustment Email by RSI
AWI_AWOS Visibility_Present Weather Sensor Upgrade Quotation_RSI (003)
FAA AWOS Letter of Record for Maintenance
AWI Sole Source Letter

WHEREAS, RSINet,LLC submitted a quote from All Weather Inc., sole source provider for this component as described in the attached letter, in the amount of $30,085;

WHEREAS, via email dated 10/27/2022, RSINet, LLC advised the calibration paddle can be removed at $3,592, which brings total of $26,493 plus shipping;

WHEREAS, All Weather Inc. is the manufacturer of the AWOS 3,000 per email dated 11/3/2022 as outlined in the attached FAA's List of Certified Non-Federal AWOS Systems and Manufacturers as of January 10, 2022;

WHEREAS, Staff recommends proceeding with the quote with All Weather Inc and authorizing sole-source purchase in the amount not to exceed $28,000 including install by RSINet, LLC and associated shipping costs;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Hancock County Port & Harbor Commission authorizes the execution of a purchase order not to exceed $28,000 for replacement of the AWOS sensor**;**

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

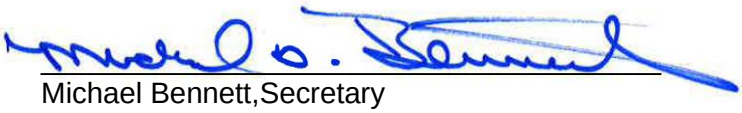
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	David Holman, Commissioner
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

ATTACHED:
FAA's List of Certified Non-Federal AWOS Systems
KHSA PWX sole source
Quote Adjustment Email by RSI
AWI_AWOS Visibility_Present Weather Sensor Upgrade Quotation_RSI (003)
FAA AWOS Letter of Record for Maintenance
AWI Sole Source Letter

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :



Michael Bennett,Secretary

ATTACHED:
FAA's List of Certified Non-Federal AWOS Systems
KHSA PWX sole source
Quote Adjustment Email by RSI
AWI_AWOS Visibility_Present Weather Sensor Upgrade Quotation_RSI (003)
FAA AWOS Letter of Record for Maintenance
AWI Sole Source Letter

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

To ensure you have the latest version of this list, please contact 9-AMC-Weather-Systems-Support@faa.gov

Manufacturer	Model
All Weather, Inc.	AWOS 900[6], AWOS 3000
Optical Scientific, Inc., formerly Belfort Instrument Company	DigiWx (rebranded as OSI AWOS AV)
Mesotech International	AWA
DBT Transportation Services LLC, formerly Vaisala, Inc.	VC/VD[6], AW20

Non-Federal AWOS System Definitions[1]	Certified Data[2]	AWOS 900[6] AWOS 3000	DigiWx	AWA-[5]	VC/VD[6]	AW20
AWOS A	Altimeter setting	X	X	X	X	X
AWOS A / V	Altimeter setting, visibility	X[4]	X	X[4]	X[4]	X[4]
AWOS I	Wind speed, wind direction, wind gust, variable wind direction, temperature, dew point, altimeter setting, and density altitude	X		X	X	X
AWOS II	Same as AWOS I plus visibility, and variable visibility	X		X	X	X
AWOS III[3]	Same as AWOS II plus precipitation accumulation, cloud height, and sky condition	X		X	X	X
AWOS III P[3]	Same as AWOS III plus present weather identification	X		X	X	X
AWOS III T[3]	Same as AWOS III plus thunderstorm/lightning reporting	X		X	X	X
AWOS III P/T[3]	Same as AWOS III plus present weather identification and thunderstorm/lightning reporting	X		X	X	X
AWOS IV Z[3]	Same as AWOS III P/T plus freezing rain detection	X		X	X	X
AWOS IV R[3]	Same as AWOS III P/T plus runway surface condition				X	
AWOS IV Z/R[3]	Same as AWOS III P/T plus freezing rain detection and runway surface condition				X	

Notes:

1. These system definitions are based on information found in FAA Advisory Circular 150/5220-16, Automated Weather Observing Systems (AWOS) For Non-Federal Applications. This AC also contains site location and implementation criteria that must be adhered to before the installed system can be commissioned and become an approved source of aviation weather information. It also contains maintenance, annual inspection and personnel criteria that must be met throughout the system's life cycle in order for the system to continue to be an approved source of aviation weather information.

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

PO Box 1260 Millington, TN 38083 (901) 568-0871 *www.remotesys.com*

Mr. Chanse Watson
Stennis International Airport
Kiln, MS

October 27, 2022

Per your enquiry about replacing the present weather sensor on the KSHA Stennis International Airport AWOS:

This sensor is supplied by All-Weather, Inc. and utilizes proprietary hardware and software. It is FAA approved for use on the AWI-3000 AWOS. As such, AWI is the sole source vendor. We will install and verify operation of the sensor.

Tom Nichols
Remote Systems Integration, LLC

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

Chanse Watson

From: Tom Nichols RSI <tnichols@remotesys.com>
Sent: Thursday, October 27, 2022 4:40 AM
To: Chanse Watson
Subject: Present weather quote
Attachments: AWI_AWOS Visibility_Present Weather Sensor Upgrade Quotation_RSI.pdf; KHSA PWX sole source.docx

Attached is the current pricing for the visibility / present weather sensor upgrade.

We can remove the 3592.00 calibration paddle. We have those already.

So, roughly 26.5 K plus shipping.

Tom Nichols
Remote Systems Integration, LLC
RSINet, LLC
www.remotesys.com

Virus-free.www.avast.com

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

All Weather Inc
1065 National Drive, Suite 1
Sacramento CA 95834

Original

SALES QUOTATION

Document Number	Document Date	Page
6681193	**10/25/2022**	**1/3**

Customer No.

TNREMOAWOS38083

Your Reference

Payment Terms

Prepaid

Remote Systems Integration, LLC
P.O. Box: 1260
Millington TN 38083

Your Contact

Mike Trosclair

303-330-7883

Delivery Address

Remote Systems Integration, LLC
9469 Rosemark Rd.
Suite G
Atoka TN 38004
Tom Nichols
tnichols@remotesys.com
800-261-1774

Currency: **$**

	Description	Quantity	UoM	Price	Total
001	**Present Weather Sensor / Visibility** Item Code: 6498-PV	**1**	**Each**	**24,500.0000**	**$24,500.00**
002	**Day / Night Sensor** Item Code: M403326-00	**1**	**Each**	**1,506.0000**	**$1,506.00**
003	**COUPLING REDUCE 2-1/2 TO 1-1/2** Item Code: M026661-00	**1**	**Each**	**179.0000**	**$179.00**
004	**CAP PIPE 1-1/2" GALV IRON** Item Code: M026658-00	**1**	**Each**	**23.0000**	**$23.00**
005	**PIPE 1-1/2" X 24" GAL STEEL THRD BOTH ENDS** Item Code: M019174-00	**1**	**Each**	**185.0000**	**$185.00**
006	**Visibility Calibration Paddle - 6498** Item Code: M482254-00	**1**	**Each**	**3,592.0000**	**$3,592.00**

Subtotal: **29,985.00**

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

All Weather Inc
1065 National Drive, Suite 1
Sacramento CA 95834

Original

SALES QUOTATION

Document Number	Document Date	Page
6681193	**10/25/2022**	**2/3**

Currency: **$**

Subtotal: **29,985.00**

	Description	Quantity	UoM	Price	Total
007	**Package and Handling - Does Not Include Freight** Item Code: Pkg & Handling	**1**	**Each**	**100.0000**	**$100.00**
008	**Freight will be added to the invoice at the time of shipment.**				

Tax Details

Tax Code	Tax %	Net	Tax

Quotation Subtotal:	**$ 30,085.00**
Total Before Tax:	**$ 30,085.00**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 30,085.00**

Additional Expenses Shipping Type: **Fed-Ex Ground**

Quotation Valid Until: 12/25/2022

Reduce by $3592 per email from RSI dated 10/27/22

Total excluding shipping and labor: $26,493
Shipping estimated $100
Labor: 800
Total: **$27,393**
Request NTE $28,000

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

All Weather Inc
1065 National Drive, Suite 1
Sacramento CA 95834

Original

SALES QUOTATION

Document Number	Document Date	Page
6681193	**10/25/2022**	**3/3**

Currency: **$**

PURCHASER'S ACCEPTANCE

This Quotation is deemed accepted when Purchaser returns the acknowledgement copy of this Quotation with a valid Purchase Order Number (when applicable).

The All Weather Inc.Standard Terms of Sales are incorporated herein by reference .

Purchaser: _____
Billing Address: _____
_____

E-Mail Address: _____

Signature: _____
Tiltle _____

Purchase Order No: _____

Ship to Address: _____
_____
_____

Website: www.allweatherinc.com Phone: 1 (916) 928-1000 Fax: 1 (916) 928-1165

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE

HANCOCK COUNTY PORT & HARBOR COMMISSION

Economic Development • Stennis International Airport • Port Bienville Industrial Park • Port Bienville Railroad

September 22, 2022

Jamie Feldman
Training & Certification Specialist
Federal Aviation Administration

Dear Jamie Feldman:

The Stennis International Airport is requesting a change to the technicians(s) of record for the HSA AWOS effective October 1, 2022. Please list Tom Nichols, Thomas S. Nichols, and Chris West of Remote Systems Integration as the Technicians of Record. Training certificates and verification letters are already on file with your office.

Please do not hesitate to contact me with any questions via email at cwatson@hcphc.ms or by phone at (228) 467-7070.

Sincerely,

Chanse P. Watson
Airport Director
Stennis International Airport (HSA)

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

Chanse Watson

From: Trainor, Tim (FAA) <Tim.Trainor@faa.gov>
Sent: Monday, September 26, 2022 8:02 AM
To: Chanse Watson
Subject: Non Fed Verification Letters for the HSA AWOS
Attachments: Thomas S. Nichols_HSA_AWOS_09-26-2022_NotLtr.pdf; Thomas Nichols_HSA_AWOS_09-26-2022_NotLtr.pdf; Christopher West_HSA_AWOS_09-26-2022_VerLtr.pdf

Chanse
Attached are the Non-Fed verification letters you requested for the HSA AWOS.

Tim Trainor
Houston District, Program Support Specialist

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

U.S. Department
Of Transportation

Federal Aviation
Administration

09/26/2022

Mr. Andy Lange
5157 Hwy 80 South
Platteville, WI 53818

Dear Andy Lange:

This letter is to inform you that the Federal Aviation Administration (FAA) issued Thomas Nichols a Verification Authority to maintain the system identified below. This grants Thomas Nichols, FAA authority to perform maintenance and verify the operational status of the commissioned system.

- System Manufacturer:
- System Type: AWOS
- Specific Equipment: AWOS-3PT NON-FEDERAL FACILITY
- Facility ID: HSA
- Airport Name: Stennis Int'l Airport
- City, State: BAY ST. LOUIS, MS

If at any time the individual(s) referenced above and identified in the system's Operations and Maintenance Manual are no longer serving as a non-federally employed maintenance technician for your equipment, you must notify your FAA Non-federal Inspector within ten working days.

If you have any questions, please contact Raymond Trainor - Program Support Specialist, at tim.trainor@faa.gov.

Sincerely,

BILLIE DYE
Billie.Dye@faa.gov
Electronically signed by Billie Dye
via the Non-federal Tool
09/26/22 08:36:43

Billie Dye
Gulf Coast Group DFM

Enclosure: Copy of Verification Authority Letter to Thomas Nichols
cc: FAA Non-federal Inspector for HSA AWOS

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

U.S. Department
Of Transportation

Federal Aviation
Administration

09/26/2022

Mr. Andy Lange
5157 Hwy 80 South
Platteville, WI 53818

Dear Andy Lange:

This letter is to inform you that the Federal Aviation Administration (FAA) issued Thomas S. Nichols a Verification Authority to maintain the system identified below. This grants Thomas S. Nichols, FAA authority to perform maintenance and verify the operational status of the commissioned system.

- System Manufacturer:
- System Type: AWOS
- Specific Equipment: AWOS-3PT NON-FEDERAL FACILITY
- Facility ID: HSA
- Airport Name: Stennis Int'l Airport
- City, State: BAY ST. LOUIS, MS

If at any time the individual(s) referenced above and identified in the system's Operations and Maintenance Manual are no longer serving as a non-federally employed maintenance technician for your equipment, you must notify your FAA Non-federal Inspector within ten working days.

If you have any questions, please contact Raymond Trainor - Program Support Specialist, at tim.trainor@faa.gov.

Sincerely,

BILLIE DYE
Billie.Dye@faa.gov
Electronically signed by Billie Dye
via the Non-federal Tool
09/26/22 07:58:51

Billie Dye
Gulf Coast Group DFM

Enclosure: Copy of Verification Authority Letter to Thomas S. Nichols
cc: FAA Non-federal Inspector for HSA AWOS

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

U.S. Department
Of Transportation

Federal Aviation
Administration

09/26/2022

Christopher West

,

Dear Christopher West:

Non-federally employed maintenance technicians, hired by non-federal sponsors, to maintain systems approved for use in the National Airspace System must meet the Federal Aviation Administration's (FAA) requirements showing they have the special knowledge and skills to maintain these systems.

This letter serves as verification that you currently, as of the date of this letter, meet the FAA's proficiency requirements. The FAA grants you the authority to maintain the following system:

- System Manufacturer: All Weather, Inc.
- System Type: AWOS
- Specific Equipment: AWOS-3PT NON-FEDERAL FACILITY
- Facility ID: HSA
- Airport Name: Stennis Int'l Airport
- City, State: BAY ST. LOUIS, MS

The basis of your authorization is the successful completion of the following:

- FCC License #: n/a issued 12/23/2010
- Automated Weather Observing System (AWOS) 900 Insp completed 05/02/2010
- CP62 88573 completed 09/27/2011

During the periodic inspection of the system above, you must provide proof of practice. The FAA will revoke Verification Authority after 24 months of inactivity.

If you have any questions, please contact Raymond Trainor at tim.trainor@faa.gov.

Sincerely,

BILLIE DYE
Billie.Dye@faa.gov
Electronically signed by Billie Dye
via the Non-federal Tool
09/26/22 07:58:32

Billie Dye Gulf Coast Group DFM

cc: FAA Inspector for HSA AWOS
Encl.: Other sites/systems Christopher West has verification authority
Other Sites/Systems Christopher West has verification authority

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :



Subject: **Sole Source Justification for Replacement Parts of the Automated Weather Obervation System (AWOS)**

To whom it may concern,

In order to maintain the FAA commissioning at an AWOS site, the system must be properly maintained. All Weather Inc. is the only vendor that is able to provide the replacement parts for our Automated Weather Observation System (AWOS). Therefore, AWI is deemed to be a sole source provider for the Automated Weather Observation System (AWOS).

DBT Transportation is the parent company of AWI.

Sincerely,

Robert Perrin

1165 National Drive
Sacramento, CA 95834
Tel: 800.824.5873
Tel: 916.928.1000
Fax: 916.928.1165
www.allweatherinc.com

Attachment: Resolution# 20221212-14 Authorizing Staff to Execute a Sole-Source Purchase with RSINet, LLC AndOr All Weather Inc (11808 :

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Donna Rubio, Executive Secretary
Subject:	RESOLUTION# 20221212-16
	AUTHORIZING EXECUTION OF TASK ORDER #4 WITH CYPRESS FOR SPECIAL MANAGEMENT AREA PLAN AND UNITED STATES ARMY CORP OF ENGINEERS SECTION 214 AGREEMENT FOR AN AMOUNT NOT TO EXCEED $195,746 FOR PB2305

ATTACHED:
Task Order 4-SMA and USACE Agreement
HCPHC_SOW_Exhibit A_TO4 Revised
HCPHC_Schedule_Exhibit B_TO4 REVISED

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-16

AUTHORIZING EXECUTION OF TASK ORDER #4 WITH CYPRESS FOR SPECIAL MANAGEMENT AREA PLAN AND UNITED STATES ARMY CORP OF ENGINEERS SECTION 214 AGREEMENT FOR AN AMOUNT NOT TO EXCEED $195,746 FOR PB2305

WHEREAS, by **Resolution 20220822-02** the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget and 2019 WIP- 2023 Capital Improvement Plan;

WHEREAS, the FYE 2023 Budget and associated 2019 WIP – 2023 Capital Improvement Plan, as amended, includes Project **PB2305 SMA Property Prep** budgeted in the amount of **$200,000**;

WHEREAS, by Resolution **20210628-06**, the Commission has selected Cypress Environment and Infrastructure for Professional Services relating to site development through Task Orders from time to time;

WHEREAS, the Commission desires to have Cypress Environment and Infrastructure perform professional services on development of a Special Management Area Proposal to nominate HCPHC sites for designation as a Special Management Area and submission of a formal request to the United States Army Corps of Engineers to finalize a Water Resources Development Act Section 214 Agreement;

WHEREAS, it is in the best interest of the Commission to approve the attached Task Order #4 with Cypress Environment and Infrastructure for an amount Not to Exceed **$195,746**;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of Task Order #4 by the Chief Executive Officer for a not to exceed amount of $195,746 with an effective date of January 1, 2023.

ATTACHED:
Task Order 4-SMA and USACE Agreement
HCPHC_SOW_Exhibit A_TO4 Revised
HCPHC_Schedule_Exhibit B_TO4 REVISED

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

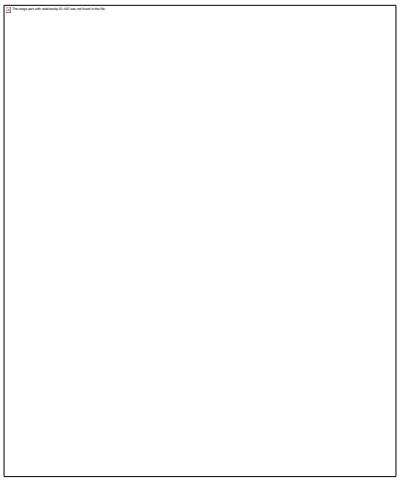
RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Michael Casano, Commissioner
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Task Order 4-SMA and USACE Agreement
HCPHC_SOW_Exhibit A_TO4 Revised
HCPHC_Schedule_Exhibit B_TO4 REVISED



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

TASK ORDER NO. 4

This is Task Order No. 4, consisting of 9 pages.

Guidance Notes

1. For each specific Task Order, modify this form as to scope, compensation, schedule, baseline information, and other key items. Where the services of the Engineer involve activities under other related Task Orders, those Specific Projects should be identified in this Task Order.
2. For additional discussion regarding the use of this Task Order Form, see the Guidelines for Use section that precedes the text of the Main Agreement.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

ARTICLE 1—TASK ORDER DATA

a.	Effective Date of Task Order:	**January 1, 2023**
b.	Owner:	**Hancock County Port and Harbor Commission**
c.	Engineer:	**Cypress Environment & Infrastructure**
d.	Specific Project (title)	**HCPHC Regulatory Agreements** **1. Special Management Area Plan** **2. USACE Section 214 Agreement**
e.	Specific Project (description):	**1. Cypress will create a Special Management Area proposal to nominate the HCPHC sites for designation as a Special Management Area and work with regulating agencies to develop and finalize a Special Management Area Plan.** **2. Cypress will submit a formal request and coordinate with USACE to finalize a Water Resources Development Act Section 214 Agreement between HCPHC and USACE.**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

ARTICLE 2—BASELINE INFORMATION

Guidance Notes – Baseline Information

1. Inherent in establishing the scope of Engineer's services for a specific Task Order is clearly defining the nature of the facility or facilities to be studied, planned, designed, or built, to the extent known at the time the Task Order is issued. Providing such information creates a mutual understanding by the parties as to the services that will be needed, as well as the level of effort and time (and thus cost) required to deliver those services. To accurately establish the scope of services, it is almost always in the best interest of both the Owner and the Engineer when the Owner provides as much detailed baseline information regarding the facilities as is reasonably available.
2. If known, the baseline information regarding the physical improvements to be designed should include important controlling features, assumptions, and limitations that may affect Engineer's services. The information may be expressly stated below or by reference to external sources, such as requests for proposal or actual proposals, both of which often contain project descriptions.

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information.

1. Here insert relevant information about the Specific Project, either directly or by reference, to the extent known and necessary to give context to the Engineer's services that are specified in Exhibit A.
2. Below are some suggested or sample categories of information that may have been furnished to Engineer as baseline information about the Specific Project. Other categories may be relevant to the specific engagement.
3. In Paragraph 6.09.A of the Main Agreement the Owner represents that no Constituents of Concern, other than those disclosed to Engineer, exist at or adjacent to the Site. Such disclosures may be made here; and any specific exception to the Owner's representation should be addressed here or elsewhere in the Task Order.
4. Note that the term "Specific Project" is broadly defined; in most cases it will be sufficient here to describe information relevant to those portions of the Specific Project within Engineer's scope of services.

Specific Project Title:	**HCPHC Regulatory Agreements** **1. Special Management Area Plan** **2. USACE Section 214 Agreement**
Type and Size of Facility:	All of HCPHC owned property at Port Bienville and Stennis International Airport.
Description of Improvements:	NA
Expected Construction Start:	NA

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

Prior Studies, Reports, Plans:	NA
Facility Location(s):	HCPHC property at Port Bienville and Stennis International Airport.
Current Specific Project Budget:	$195,746
Funding Sources:	
Known Design Standards:	NA
Known Specific Project Limitations:	NA
Specific Project Assumptions:	
Other Pertinent Information:	

ARTICLE 3—SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

Notes to User

1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.
2. Modify Exhibit D to Task Order to suit this specific Task Order, and attach the modified document.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed,**

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identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01] are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

ARTICLE 4—DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

ARTICLE 5—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

ARTICLE 6—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment
	NA	

ARTICLE 7—ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Notes to User

1. Delete line items that do not apply to this Task Order.
2. For each line item indicate either "Lump Sum," "Direct Labor," "Hourly Rates" or other method as the Basis of Compensation.
3. Revise, if necessary, with descriptions of key phases or subtasks, or cross-reference to Exhibit A to Task Order or other scope of services as appropriate.
4. In the typical Task Order many of the line items under Item 1, Basic Services, will be governed by a single Basis of Compensation; however, it is not unusual to have some variation in compensation methods among the services, so the table allows the user to establish specific bases of compensation for each of the various Basic Compensation phases or subtasks (1.a and following.) Add or remove subtask items as needed.

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5. If compensation for a phase or subtask of Engineer's services will vary if the construction contractor extends its time at the site, then the information furnished in the asterisked note at the end of the table will serve as the baseline for a possible adjustment of compensation.

Description of Service	Amount	Basis of Compensation
1. Basic Services	$0.00	[ ]
a. Subtask 1	$162,566.00	[ ]
b. Subtask 2	$33,180.00	
2. Resident Project Representative Services*	NA	[ ]
TOTAL COMPENSATION Not To Exceed (items 1 and 2)	$195,746.00	
3. Additional Services under Section 2.D above Not To Exceed	NA	[ ]

*Based on a 18-month continuous study and coordination period.

C. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Compensation is based on Time and Material and shall not exceed total amount stated above unless approved in writing by the Owner

ARTICLE 8—ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **NONE**

ARTICLE 9—EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

OWNER:

By: HANCOCK COUNTY PORT AND HARBOR COMMISSION

Print Name: WILLIAM P. COTTER

Title: CEO

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Title:

Address: 14054 Fred & Al Key Road | Kiln, MS 39556

E-Mail Address:

Phone: (228) 467-9231 (ext. 24)

Date:

ENGINEER:

By: **Cypress Environment & Infrastructure**

Print Name: Cynthia Henderson

Title: President

Engineer's License or Firm's Certificate No. (if required): E-2389

State of: Mississippi

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Marc Foster

Title: Vice President

Address: 906 DeSoto St, Ocean Springs, MS 39564

E-Mail Address: mfoster@cypressei.com

Phone: 228-596-1580

Date: 1/1/2023

OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBITS TO TASK ORDER

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C—RESERVED

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F—RESERVED

EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

Exhibit A Table of Contents

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1.02 Study and Report Phase 2
1.03 Preliminary Design Phase 5
1.04 Final Design Phase 9
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Article 2— ADDITIONAL SERVICES 20
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Guidance Notes—Preparing Exhibit A for the Specific Project

1. As published, Exhibit A, Engineer's Services Under Task Order, contains a comprehensive scope of services, starting with Study and Report Phase services and continuing through Preliminary Design, Final Design, Construction Phase services, Post-Construction services, and potential Additional Services. For each specific Task Order, Owner and Engineer should carefully review and modify Exhibit A to reflect the needs of the Specific Project. In some cases this may entail supplementing the published provisions with more specific or detailed descriptions of services. In other cases the parties may substantially trim the scope of services, for example by narrowing the scope to Study and Report Phase services only, or by reducing the Engineer's role during construction.

2. Even when most of Exhibit A as published is retained, the user will note that there are many places in which it is necessary to furnish Task Order-specific information, as indicated by notes and prompts.

3. Exhibit A as published is coordinated with the Main Agreement and its exhibits, the Task Order Form, and the other Task Order exhibits; and also with the terms and provisions of related EJCDC documents, most notably with the content of EJCDC® C-700 2018, Standard General Conditions of the Construction Contract, and the other 2018 Construction Series documents. When supplementing or revising Exhibit A for use as an exhibit to a specific Task Order, the user should take care to preserve this coordination, by using consistent terminology, and by noting and addressing any divergence between Engineer's duties in Exhibit A (as modified) and in other sections of the Agreement or related documents such as C-700.

4. As an acceptable alternative to basing the scope of Engineer's services on Exhibit A as published, some users prefer to substitute a customized scope of services document. The customized scope of services document may be based on the content of Engineer's proposal to provide services, on Owner's specific procurement and construction processes, or on highly specialized descriptions of services. When a customized scope of services is used (as an alternative to basing the scope on Exhibit A as published), the user should take additional precautions to assure coordination of duties, requirements, and terminology within the Agreement, and with respect to related documents.

5. This Exhibit has been drafted in anticipation of use with a Task Order under a Specific Project. (See definition of "Specific Project" in the Main Agreement, Paragraph 7.01.A.) If the term "Project" is used alone, it should be construed as applying to that Specific Project, unless by context, the use plainly refers

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to a project or program of which the Specific Project is only a part. Care should be exercised in editing the exhibit to use the term "Specific Project" unless a different concept is intended.

6. This Exhibit A, Engineer's Services Under Task Order, differs from the Exhibit A ("Engineer's Services) that accompanies EJCDC® E-500 in two significant respects: (a) E-500's Exhibit A begins with a Baseline Information section. In this document, the Baseline Information section has been relocated to the Task Order Form. (b) E-500's Exhibit A contains a complete Management of Engineering Services section. In this document, the Management of Engineering Services provisions have been relocated to Paragraph 1.03 in the Main Agreement; this is noted in Paragraph 1.01 below.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

Guidance Notes—Quantification of Certain Services

1. This Exhibit includes numerous services that, depending on the nature of the Task Order, will likely be provided on multiple occasions, for repetitive activities, or recurring periods or intervals. Examples are progress meetings, responding to requests for information or interpretation (RFI), reviewing Bidder or Contractor "or equals" or substitution requests, and processing Change Proposals.

a. Because the quantity of such repetitive activities is wholly dependent upon the needs of the Project, no single or "standard" specified quantity is offered here.

b. The general approach of this Exhibit is that Engineer's Basic Services include a reasonable number of such repetitive activities, unless a bracketed selection or option is provided.

c. Excessive quantities of repetitive activities are typically handled as Additional Services.

d. The parties may desire specificity as to the quantity of any repetitive service to be provided, both to assure the Owner as to the number of such activities to be included and to facilitate budgeting for Basic Services. Anywhere in this Exhibit A that a repetitive service is stated, the parties may modify the wording to define a specific quantity for the service to be included as a Basic Service.

ARTICLE 10—BASIC SERVICES

10.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

10.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

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1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

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18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

Guidance Notes—Preliminary Design Phase

1. In the Preliminary Design Phase, all major decisions on the Specific Project's scope, extent, design criteria, and quality should be finalized, and a preliminary design (usually including preliminary drawings and a preliminary list of expected specifications) established. The Preliminary Design Phase should fully set the stage for development of the final Drawings, Specifications, and other Bidding Documents.

2. The suggested report content included in Exhibit A for the Study and Report Phase (Exhibit A Paragraph 1.02 above) and the Preliminary Design Phase (Exhibit A Paragraph 1.03 below) are general guides to elements and subject matter often contained in such reports, and may be either more or less comprehensive than what is needed to establish the scope of Engineer's services for the Specific Project.

3. As with all of Exhibit A, the scope for report content is intended to be customized for each particular Specific Project.

4. Many owners, funding agencies, and regulatory authorities have published report guidelines that may be good resources for establishing a report scope. For example, the United States Department of Agriculture, Rural Development (USDA/RD), has developed a template for preliminary engineering reports (PER) which may also be useful guidance for projects without USDA/RD involvement.

5. Often in engineering projects, the interim design submittals are labeled as 30%, 60%, 90%, and 100%, or other percentages based on owner usage, to indicate level of completeness of the overall design. These can be misleading labels, as level of completeness is not easily measured in objective metrics, and, on multidiscipline projects (the rule, not the exception), not all disciplines are at the same level of completeness at every design submittal. EJCDC does not use the percentage system to define design completion status, but as an approximate reference for users who are accustomed to percentages, completion of Engineer's services in the Preliminary Design Phase roughly corresponds to 30% design completion.

6. The Preliminary Design Phase services that follow include specific obligations with respect to utilities at the Site. These should be carefully reviewed and modified as necessary to conform to practices and Laws and Regulations applicable to the Specific Project.

10.03 Preliminary Design Phase (30%)

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution,

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related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

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i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts

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with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

Notes to User—If Engineer will have limited or no involvement in preparing Bidding/Proposal Documents or Front-End Construction Contract Documents, modify the following paragraph. See Guidance Note 3 at Exhibit A Paragraph 1.04.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents, and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

10.04 Final Design Phase (60%, 90% and 100%)

Guidance Notes

1. In the Final Design Phase, the Engineer prepares the final Drawings and Specifications. In many cases the Engineer will also prepare or assist in the preparation (by Owner or others) of the bidding and contracting documents.

2. As noted above with respect to the Preliminary Design Phase, in Guidance Note 5, immediately preceding Exhibit A Paragraph 1.03 above, it is common to refer to interim design submittals as 30%, 60%, 90%, and 100%, to indicate the level of completeness of the overall design. Although EJCDC does not use these percentage labels (for the reasons stated in the cited Guidance Note 5 above), for reference purposes the Engineer's completion of the Preliminary Design Phase should bring the design to roughly 30% completion. The first draft referred to here in the Final Design Phase (1.04.B.1) is a rough equivalent of 60% completion; the second draft (1.04.B.2) may be thought of as roughly 90% completion; and the third and final draft (1.04.B.3) as 100% completion.

3. Some owners prefer to handle the preparation of construction procurement (by bidding or other selection methods) and the construction contract documents (together commonly referred to as "Division 00" under the Construction Specifications Institute (CSI) MasterFormat™) with little or no involvement by

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the Engineer, other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents. Instead, such owners rely either on their own in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, modify the requirements of Exhibit A Paragraph 1.04.D, regarding Bidding/Proposal Documents and Construction Contract Documents, as well as the contents of Article 2, Owner's Responsibilities, to fit the requirements of the specific engagement.

4. This exhibit has been coordinated for use with the 2018 EJCDC Construction Documents. When other bidding and contract documents will be used on the Specific Project, it is important for the Owner and Engineer to carefully coordinate the Engineer's authority, responsibilities, and scope of services (especially during construction) under such other forms with the provisions of Exhibit A. If the final bidding and contract requirements are not known at the time of the execution of the agreement, some modifications to the Agreement may be needed during the review by the parties under the Construction Phase services in Exhibit A Paragraph 1.06.A.

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter number of contracts]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

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Notes to User—The number of interim drafts of the Drawings and Specifications (design documents) to be delivered to Owner during the Final Design Phase will vary, depending on Specific Project needs and complexity. The following paragraphs and the associated Exhibit B, Deliverables Schedule, assume delivery of two interim drafts of the design documents during this Phase, followed by delivery of the final Drawings and Specifications—edit to add or remove interim deliveries based on the needs of the Specific Project. Consider adding detail regarding the criteria, objectives, and characteristics of the interim submittals; and note any exceptions to the requirement to include all Drawings and Specifications in each interim delivery.

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Template documents will be provided by owner.

2. When Engineer is required to use other than the documents provided by owner, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

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F. Engineer shall perform or furnish the following other Final Design Phase services:

Notes to User—It may be prudent to specify the number of site visits, especially if field verification of existing facilities is necessary.

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

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b. Second draft design review meeting at Owner's office.

c. **[Indicate others as appropriate for the Specific Project]**.

d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

10.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Bid documents will be distributed via Owner's planroom at www.portairspacework.com**

b. **Electronic bids will be received at www.portairspacework.com.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

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5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

a. Coordinate with outside funding sources on funding requirements and documentation required with bids

b. Provide grant scope modifications if necessary

10.The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

10.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified

2. Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in Standard General Conditions of the Construction Contract or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2)

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identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Engineer will provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

4. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

6. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

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3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Notes to User—To the extent that the parties may want to better quantify the number of actual visits for budgeting or quality assurance purposes, it may be advisable to insert at the beginning of Paragraph 11.a an agreed-upon frequency of Engineer's site visits, e.g. "at approximately weekly intervals during periods of active construction" in lieu of the more general "intervals appropriate to the various stages of construction."

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the

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scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

12.Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

13.Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14.Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

15.Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16.Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

17.Change Proposals and Claims

a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

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18.Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19.Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20.Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21.Inspections and Tests

a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22.Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations

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of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23.Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

24.Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

25.Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

26.Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is

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acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27.Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

10.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 11—ADDITIONAL SERVICES

11.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

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1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer’s services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties’ entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer’s services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally

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required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11.To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12.Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

11.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8.

9. Undertaking investigations and studies including, but not limited to:

a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

b. detailed consideration of operations, maintenance, and overhead expenses;

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c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

d. preparation of appraisals;

e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

f. detailed quantity surveys of materials, equipment, and labor; and

g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

18. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and

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services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

20. Preparation of operation, maintenance, and staffing manuals.

21. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.

22. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

23. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.

24. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

25. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

26. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Guidance Notes—Preparing Exhibit B for the Specific Project

1. Exhibit B, Task Order Deliverables Schedule, provides a framework for preparing a schedule for Engineer's progress in performing and completing services. It also allows the user to identify related schedule obligations of Owner—for example, the scheduled "turnaround time" for reviewing a specific set of draft documents and providing comments to Engineer. The sample action items in the table in Exhibit B, as published, are based on the scope of engineering services in Exhibit A, as published. EJCDC contemplates that most users will make changes to Exhibit A: corresponding changes should then be made here in Exhibit B.

2. Many users will replace the sample table with a customized progress schedule, perhaps taken from a proposal, or prepared in another format. When this approach is taken, be sure to coordinate the contents of the schedule with Exhibit A, as modified for the Specific Project. Cross-references to specific provisions of the scope document are typically useful in tying the two exhibits together—see Column 3 below.

3. The last three items in the Task Order Deliverables Schedule, as published, are for possible use if Exhibit A requires the delivery of Documents by Engineer in the Bidding/Proposal Phase, Construction Phase, or Post-Construction Phase. If any of these items are used, it may also be appropriate to add a related entry for Owner's review and acceptance of the deliverables, or for other actions.

4. This schedule is focused on the delivery and review of Documents. As part of its services, Engineer will develop and submit an Engineering Services Schedule that will be consistent with the Deliverables Schedule, but will address a broader range of activities. See Exhibit A Paragraph 1.01.A.1.

5. Careful preparation of the Deliverables Schedule, and compliance with the schedule it establishes, will typically have a significant beneficial impact on project success.

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph and table.

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **3** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **3** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.

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Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **3** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **3** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **3** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit to Owner: **3** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **3** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **3** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **3** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**
Engineer	Submit **3** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT C—EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

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EXHIBIT D—EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

a. Receive Samples that are furnished at the Site by Contractor.

b. Receive Contractor-approved Shop Drawings.

c. Receive other Submittals from Contractor.

d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14.Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15.Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT E—EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

Notes to User

1. Exhibit A Paragraph 1.06.B.27 indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations, including those set forth in the form for that purpose, which is attached in Exhibit E, "EJCDC® C-626, Notice of Acceptability of Work." That form is attached on the following pages of this Exhibit E. The C-626 form included here is published by EJCDC as part of the 2018 Construction Series.

2. This Notice of Acceptability of Work is the "written notice" referred to in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.06.C.

3. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 18.01, Giving Notice.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT F—EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT G—EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT H—EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit H Omitted.

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT I—EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.

Exhibit I Omitted

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT A – SCOPE OF WORK DESCRIPTION

Task 1: Special Management Area Plan

Cypress will create a proposal to nominate the HCPHC sites for designation as a Special Management Area under the Mississippi Coastal Program (MCP) and for the development of a Special Management Area Plan. The proposal will describe how HCPHC meets the purpose of the SMA designation as described in Chapter 21 of the MCP. Cypress will submit the proposal to the Mississippi Department of Marine Resources (MDMR) for evaluation and approval.

Once the proposal is approved, Cypress will work with MDMR and other regulating agencies to create and finalize the SMA Plan. The SMA Plan will define the physical boundaries of the SMA, describe how development within the SMA will be managed, recognize environmental and economic factors, analyze environmental impacts and alternatives, define where the SMA intends to prevail over the general provisions of the MCP, and specify responsibilities of local, state, and federal agencies. A public hearing must be held on the draft SMA Plan prior to its formal adoption. Based on the comments received during the public hearing, the SMA Plan will be revised as appropriate and submitted for final approval by MDMR.

Task 2: USACE Section 214 Agreement

Cypress will submit a formal request to USACE to finalize a Water Resources Development Act Section 214 Agreement between HCPHC and USACE. Cypress will coordinate with Mobile and Vicksburg Districts to appoint a lead regulatory district. Appointment of a single lead district may not be possible, although the District leadership has expressed willingness to do so. If USACE cannot decide on a single lead, Cypress may recommend shifting to two individual 214 agreements (one with each District) or a single agreement with the District that is expected to have the largest amount of permitting work to perform for HCPHC.

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

EXHIBIT B – SCHEDULE

Party	Action	Exhibit A Reference	Schedule*
Cypress	Begin development of SMA nomination proposal	Task 1	By February 1, 2023
Cypress	Submit SMA nomination proposal to MDMR	Task 1	By April 28, 2023
Cypress	Coordinate proposal review process with MDMR	Task 1	Dependent on MDMR review timeline
Cypress	Develop SMA Plan Draft and submit to MDMR	Task 1	By July 30, 2023
Cypress	Coordinate draft review process with MDMR and other regulatory agencies	Task 1	Dependent on MDMR review timeline
Cypress	Address agency comments and submit final SMA Plan to MDMR	Task 1	By September 30, 2023
Cypress	Request a formal meeting with Mobile District to discuss Section 214 Agreement	Task 2	By February 1, 2023
Cypress	Request a formal meeting with Vicksburg District to discuss Section 214 Agreement	Task 2	By February 1, 2023
Cypress	Submit official request for Section 214 Agreement	Task 2	By March 31, 2023
Cypress	Coordinate 214 review process and finalizing agreement with USACE	Tasks 2	Dependent on USACE review timeline

*Assumed Notice to Proceed date is January 1, 2023

Attachment: Resolution# 20221212-16 Authorizing Execution of Task Order #4 to Cypress for Special Management Area Plan and USACE

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Maureen Anderson, Project Manager
Subject:	RESOLUTION# 20221212-17
	AUTHORIZE SOLE SOURCE PURCHASE ORDER FOR PB2303 SECURITY PROJECT TO STATE OF THE ART SYSTEMS FOR $172,963.00.

Project Budget - $205,500

Phase I Material Cost - $172,963

Pending additional costs for fiber (estimated at $30k) and labor from electrician (estimated at $20k)

ATTACHED:
Phase I State Of The Art Quotes

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-17

AUTHORIZE SOLE SOURCE PURCHASE ORDER FOR PB2303 SECURITY PROJECT TO STATE OF THE ART SYSTEMS FOR $172,963.00.

WHEREAS, by **Resolution 20220822-02** the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget and 2019 WIP- 2023 Capital Improvement Plan;

WHEREAS, the FYE 2023 Budget and associated 2019 WIP – 2023 Capital Improvement Plan, as amended, includes Project **PB23023 Security Project** budgeted in the amount of **$205,500.00**;

WHEREAS, Hancock County Port and Harbor staff made several solicitations to local security companies to provide solar power security services with no avail;

WHEREAS, MS Code § 31-7-13 outlines the ability of an agency to file a certification of the conditions and circumstances requiring a purchase to be a non-competitive single source. Staff has reviewed and finds that the custom-made boxes with solar power, internet and wireless camera systems are required for Hancock County Port and Harbor officials to properly monitor and operate in the remote locations of the industrial canal and railway at Port Bienville Industrial Park;

WHEREAS, Hancock County Port and Harbor staff provided State of the Art System's November 12, 2022, sole source letter and invoices for Phase I of the Port Rail and Waterway Security Project, finding that **State of the Art Systems** are the most local sole source to provide the custom camera, solar power and fiber box bases for cameras necessary to collaborate efficiently with Port Bienville's daily operations;

WHEREAS, Hancock County Port and Harbor staff recommends State of the Art Systems quotes and sole source letter for Phase I of PB2303 Security Project in the amount of $172,963.00 for consideration in order to proceed with **PB2303 Security Project**;

ATTACHED:
Phase I State Of The Art Quotes

NOW THEREFORE, BE IT FURTHER RESOLVED that the Hancock County Port & Harbor Commission authorizes the execution of a purchase order to State of the Art Systems in the amount of $172,963.00 for **PB2303 Security Project;**

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Bob Swanson, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Phase I State Of The Art Quotes

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

STATE OF THE ART SYSTEMS LLC

Fred Cochran
304 Faye Ave.
Metairie, LA 70003
504-416-7085

November 12, 2022

Hancock County Port and Harbor Commission
Attn: Maureen Anderson
14054 Fred And Al Key Road
Kiln, MS 39556

State of the Art Systems, LLC will provide a custom-built mobile CCTV Solution for the Hancock County Port and Harbor Commission, providing both hard-wired and wireless, solar-powered solutions where hard-wiring is not feasible or possible. All surveillance equipment will be housed in weatherproof enclosures and provide automatic, wireless software upgrades. No other vendor can provide a solution at this time that will provide video surveillance at the following locations.

1) Lowerbay Crossing
2) Boat Dock
3) Public Dock
4) Interchange Entrance
5) Linear Dock
6) Site 4

Each location will consist of, but is not limited to, custom-built, rugged Nema 3 weatherproof enclosures with 4k fixed cameras, 4k pan/tilt and zoom cameras, license plate recognition cameras, solar panel backup battery systems and a network video recorder with advanced analytics based on the requirements of each location. Equipment for each location will be housed in a custom-wrapped, rugged Nema 3 weatherproof enclosure that will be custom vinyl wrapped with the details of the Port and Harbors information, as well as each site location. Each location will have fiber installed by Coast Electric, which will provide internet to each network video recorder that will allow remote monitoring of each location. A few locations will require solar power due to electrical limitations. State of the Art Systems, LLC has calculated the electric requirements based on equipment at each of these locations to custom build a solar solution, where electrical cannot be provided. Each location will also provide 24/7 video recording with approximate 6-8 months of video recording that will be accessible and downloadable from a remote site. Our custom-built systems will provide video surveillance of the activity in the industrial canals/ public docks and launches as well as railroad crossings and storage yards throughout the Kiln area.

Frederick Cochran
State of the Art Systems LLC

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name: Port Of Mississippi
Address:
City: State: ZIP:
Phone:
Fax:
Purchase Order No.:

Job

Name: Site 4
Address:

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	Site 4	Unit Price	TOTAL
2		Enclosure, Made of 1.2mm – 1.5mm SECC Steel		
		Rugged Design for Outdoor use with Cooling and Ventilation		
		Compact Dimension for Pole Mount or Wall Mount.		
		Custom Printed for Specific Project		
1		Turing 8 Channel Smart Network Video Recorder		
2		Western Digital Purple 10tb Survanlance Hard Drive		
2		Apc Smart Battery Backup with Surge Protector 1100va		
2		Turing 8mp Smart Turret Camera		
2		Back Box for Turing Fixed Camera		
2		Wall Mount Arm for Turing Fix Camera		
1		Turing 4mp 33x Smart Low Light Ptz		
1		Pole Mount for Ptz		
8		Ethernet Rg45 Surge Protector		
1		Pole Mount Hardware (Stainless Steel)		
2		Ubiquiti Nano Beam Gen 2		
1		Ubiquiti 4 Port Gigabit Poe Network Switch		
1		5 Year Camera License		
1				

Subtotal	$ 19,049.00
Labor	$ 17,500.00
TOTAL	**$ 36,549.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name Port Of Mississippi
Address
City State ZIP
Phone
Fax
Purchase Order No.

Job

Name
Address

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	Lowerbay Crossing	Unit Price	TOTAL
1		Middle Atlantic 10 Space Indoor AV Wall rack with Fans	$ 1,549.00	$ 1,549.00
1		Turing 8 Channel Smart Network Video Recorder	$ 1,499.00	$ 1,499.00
2		Western Digital Purple 10tb Survanlance Hard Drive	$ 499.00	$ 998.00
1		Apc Smart Battery Backup with Surge Protector	$ 625.00	$ 625.00
2		Turing 8mp Turret Camera	$ 479.00	$ 958.00
1		Turing LPC with 5-50mm Varifocal Lens	$ 1,299.00	$ 1,299.00
3		Back Box for Turing Fixed Camera	$ 79.00	$ 237.00
4		Ethernet Rg45 Surge Protector	$ 75.00	$ 300.00
3		5 Year Camera License	$ 599.00	$ 1,797.00
20		Labor	$ 250.00	$ 5,000.00

Subtotal	$ 9,262.00
TOTAL	**$ 14,262.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name Port Of Mississippi
Address
City State ZIP
Phone
Fax
Purchase Order No.

Job

Name
Address

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	PUBLIC DOCK	Unit Price	TOTAL
1		Pole Mount Kit for Enclosure	$ 89.00	$ 89.00
1		Enclosure, Made of 1.2mm – 1.5mm SECC Steel	$ 2,999.00	$ 2,999.00
		Rugged Design for Outdoor use with Cooling and Ventilation		
		Compact Dimension for Pole Mount or Wall Mount.		
		Custom Printed for Specific Project		
1		Turing 8 Channel Smart Network Video Recorder	$ 1,499.00	$ 1,499.00
2		Western Digital Purple 10tb Survanlance Hard Drive	$ 499.00	$ 998.00
1		Apc Smart Battery Backup with Surge Protector 1100va	$ 625.00	$ 625.00
3		Turing 8mp Smart Turret Camera	$ 479.00	$ 1,437.00
3		Back Box for Turing Fixed Camera	$ 59.00	$ 177.00
3		Wall Mount Arm for Turing Fix Camera	$ 79.00	$ 237.00
1		Turing 4mp 33x Smart Low Light Ptz	$ 4,999.00	$ 4,999.00
1		Pole Mount for Ptz	$ 125.00	$ 125.00
8		Ethernet Rg45 Surge Protector	$ 75.00	$ 600.00
1		Pole Mount Hardware (Stainless Steel)	$ 100.00	$ 100.00
2		Ubiquiti Nano Beam Gen 2	$ 599.00	$ 1,198.00
1		Solar Kit (100w Solar Panel /Charging Module/12v50ah Battery	$ 3,999.00	$ 3,999.00
1		Ubiquiti 4 Port Network Switch	$ 375.00	$ 375.00
1		Ubiquiti Solar Point 4 Port Poe Switch	$ 749.00	$ 749.00
70		Labor	$ 250.00	$ 17,500.00
			Subtotal	$ 20,206.00
			TOTAL	**$ 37,706.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name Port Of Mississippi
Address
City State ZIP
Phone
Fax
Purchase Order No.

Job

Name
Address

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	LINEAR DOCK	Unit Price	TOTAL
1		Nema3 Enclosure, Made of 1.2mm –1.5mm SECC Steel	$ 2,999.00	$ 2,999.00
		Rugged Design for Outdoor use with Cooling and Ventilation		
		Compact Dimension for Pole Mount or Wall Mount.		
		Custom Printed for Specific Project		
1		Turing 8 Channel Smart Network Video Recorder	$ 1,499.00	$ 1,499.00
2		Western Digital Purple 10tb Survanlance Hard Drive	$ 499.00	$ 998.00
1		Apc Smart Battery Backup with Surge Protector	$ 625.00	$ 625.00
3		Turing 8mp Turret Camera	$ 479.00	$ 1,437.00
3		Back Box for Turing Fixed Camera	$ 59.00	$ 177.00
3		Wall Mount Arm for Turing Fix Camera	$ 79.00	$ 237.00
1		Turing 4mp 33x Smart Low Light Ptz	$ 4,999.00	$ 4,999.00
1		Pole Mount for Ptz	$ 125.00	$ 125.00
8		Ethernet Rg45 Surge Protector	$ 75.00	$ 600.00
1		Pole Mount Hardware (Stainless Steel)	$ 100.00	$ 100.00
4		5 Year Camera License	$ 599.00	$ 2,396.00
60		Labor	$ 250.00	$ 15,000.00
			Subtotal	$ 16,192.00
			TOTAL	**$ 31,192.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name Port Of Mississippi
Address
City State ZIP
Phone
Fax
Purchase Order No.

Job

Name
Address

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	Interchange Entrance	Unit Price	TOTAL
1		Middle Atlantic 10 Space Indoor AV Wall rack with Fans	$ 1,549.00	$ 1,549.00
1		Turing 8 Channel Smart Network Video Recorder	$ 1,499.00	$ 1,499.00
2		Western Digital Purple 10tb Survanlance Hard Drive	$ 499.00	$ 998.00
1		Apc Smart Battery Backup with Surge Protector	$ 625.00	$ 625.00
2		Turing 8mp Turret Camera	$ 479.00	$ 958.00
1		Turing LPC with 5-50mm Varifocal Lens	$ 1,299.00	$ 1,299.00
3		Back Box for Turing Fixed Camera	$ 79.00	$ 237.00
4		Ethernet Rg45 Surge Protector	$ 75.00	$ 300.00
3		5 Year Camera License	$ 599.00	$ 1,797.00
20		Labor	$ 250.00	$ 5,000.00

Subtotal	$ 9,262.00
TOTAL	**$ 14,262.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

State of the Art Systems
304 Faye Ave Metairie, LA 70003
Cell: 504 416.7085

Security Alarm, CCTV, Card Access

Estimate

Date: 8/30/22

Customer

Name Port Of Mississippi
Address
City State ZIP
Phone
Fax
Purchase Order No.

Job

Name
Address

FURNISH THE FOLLOWING EQUIPMENT:

Qty	Model #	Boat Launch	Unit Price	TOTAL
1		Solar Power Kit (200 watt Solar Panel/ Charging Module/Battery		
		Battery Nema3 Enclosure, Made of 1.2mm –1.5mm SECC Steel		
		Rugged Design for Outdoor use with Cooling and Ventilation		
		Compact Dimension for Pole Mount or Wall Mount.		
		Custom Printed for Specific Project		
1		Turing 8 Channel Smart Network Video Recorder		
2		Western Digital Purple 10tb Survanlance Hard Drive		
1		Apc Smart Battery Backup with Surge Protector		
3		Turing 8mp Turret Camera		
3		Back Box for Turing Fixed Camera		
3		Wall Mount Arm for Turing Fix Camera		
1		Turing 4mp 33x Smart Low Light Ptz		
1		Pole Mount for Ptz		
8		Ethernet Rg45 Surge Protector		
1		Pole Mount Hardware (Stainless Steel)		
1		Ubiquiti Solar Point 4 Port Poe Switch		
4		5 Year Camera License		

Subtotal	$ 21,492.00
Labor	$ 17,500.00
TOTAL	**$ 38,992.00**

Attachment: Resolution# 20221212-17 Authorizing Sole Source Purchase Order for PB Security Project to State of the Art Systems for $172,963

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Donna Rubio, Executive Secretary
Subject:	RESOLUTION# 20221212-18
	AUTHORIZING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF MARITIME AND PORT EXECUTIVES FOR PROFESSIONAL SERVICES ASSOCIATED WITH STRATEGIC ACTION PLANNING FOR AN AMOUNT NOT TO EXCEED $38,950

ATTACHED:
221108 Port Bienville Miss SAP Proposal

Attachment: Resolution# 20221212-18 Authorizing Agreement with International Maritime and Port Executives for Professional Services

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HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-18

AUTHORIZING AGREEMENT WITH INTERNATIONAL ASSOCIATION OF MARITIME AND PORT EXECUTIVES FOR PROFESSIONAL SERVICES ASSOCIATED WITH STRATEGIC ACTION PLANNING FOR AN AMOUNT NOT TO EXCEED $38,950

WHEREAS, by **Resolution 20220822-02** the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget;

WHEREAS, the FYE 2023 Operating Budget, as amended, includes monies budgeted for port and rail master planning;

WHEREAS, the Hancock County Port and Harbor Commission ("Commission") is seeking assistance with development of a Strategic Action Plan;

WHEREAS, the International Association of Maritime and Port Executives has presented the Commission with a professional agreement for management advisory services;

WHEREAS, the International Association of Maritime and Port Executives will develop a Strategic Action Plan for Hancock County Port and Harbor Commission which will include a timeline for implementation over 24-36 months;

WHEREAS, it is in the best interest of the Commission to approve the attached agreement with the International Association of Maritime and Port Executives for professional services associated with Strategic Action planning for an amount not to exceed $38,950;

NOW THEREFORE, BE IT RESOLVED, that the Hancock County Port & Harbor Commission hereby approves and authorizes the execution of the services agreement with the International Association of Maritime and Port Executives by the Chief Executive Officer for a not to exceed amount of $38,950.

ATTACHED:
221108 Port Bienville Miss SAP Proposal

Attachment: Resolution# 20221212-18 Authorizing Agreement with International Maritime and Port Executives for Professional Services

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Paula Jordan, Vice President
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
221108 Port Bienville Miss SAP Proposal

Attachment: Resolution# 20221212-18 Authorizing Agreement with International Maritime and Port Executives for Professional Services

INTERNATIONAL ASSOCIATION OF MARITIME AND PORT EXECUTIVES
PO Box 2729, South Portland, ME 04116
(207) 741-7000

08 November 2022

Blaine LaFontaine, COO/Port Director
Port of Bienville, Hancock Co.
13006 Seaplane Road
Bay St. Louis, MS 39520

(228) 533-7788
BLaFontaine@hcphc.ms

Dear Blaine,

Thank you for your continued interest in developing a concise and effective Strategic Action Plan for the Hancock County Port Commission. Based on our recent discussion, we would like to propose a new scope and budget for the expanded project.

Scope: To address the needs as outlined, we propose the following:

- Our Project Lead will travel to your site to conduct a facilitated visioning and planning session with staff. This will be a two-day effort which will include discussions with all key department personnel at the port, airport, railport, and administration. We may also conduct a supplemental photographic survey of the site, to supplement our earlier analysis of your facilities (estimated February 2023).
- Our Project Lead will meet with commissioners and chairmen to answer any questions and establish credibility and buy-in for the project. (likely during the two-day visioning and planning session – February 2023)
- We will review any additional studies and information that you provide, in addition to those already provided during our previous engagement. Studies we will review will include the NASA Enterprise Park Plan, the Mississippi Defense Initiative Strategic Plan, the Port of Gulfport new strategic plan, the MSDOT Freight Plan, the Port NOLA strategic plan, and the Pearl River County Strategic Plan.
- Upon completion of the site visit, working with staff, we will develop an initial set of Strategic Concepts which will allow us to develop a course of action for your organization. As part of our development of strategic objectives, we will look at the strengths and weaknesses of the Port as well as opportunities and threats that will impact development plans while preparing an expanded SWOT analysis. This will also include looking at your current and anticipated staffing needs and potential changes.

Attachment: Resolution# 20221212-18 Authorizing Agreement with International Maritime and Port Executives for Professional Services

- We will then prepare an initial Technical Memorandum which will address goals and objectives, infrastructure, marine functionality, riverfront facility placement, airport, rail and road systems, and other issues that may become apparent during the site visit. We anticipate frequent interaction with staff during this process and upon completion of the technical report will return to your location to present a final report and PowerPoint presentation regarding our findings.
- The final Technical Memorandum will include the completed and revised final **Strategic Action Plan** for your organization which will include a timeline for implementation over 24-36 months. The Plan will provide specific advisory guidance to you and future staff, consultants, and other contractors in regard to looking at the aspect of master planning requirements. All material will be provided to you in draft form for review for approval in final form.
- We will plan on a second brief trip to present our findings to your Board (estimated April 2023).
- We will also undertake scheduled progress calls with you on the project.

Should you elect to proceed with our proposal, our Project Lead will be Captain Jeffrey Monroe, MM, AMPE – our Director of Education and Standards. Captain Monroe was the Director of Ports and Transportation for the City of Portland Maine, where he managed the Port of Portland, Portland's municipal transportation system, rail system development, and the Portland International Jetport (PWM). Prior to that, he was the Deputy Port Director for the Massachusetts Port Authority, Port of Boston. During his time in public service, Captain Monroe managed the development of the port and industrial facilities in both Portland and Boston. Since leaving public service, he has been engaged in over 95 port development projects throughout North America. He is currently working with the Port of Gulfport on a similar project. He will also be assisted by other professional staff with similar qualifications who will provide additional insight into this project.

As before, I will provide support to our Project Lead and will do QA/QC. I worked for a Portland-based marine logistics consulting firm Soli DG, Inc. During my 10-year tenure there, I facilitated the revitalization and expansion of the International Marine Terminal from a vacant facility to a thriving containerized freight terminal with regular liner service to Europe.

What makes our management advisory services unique is that our team has the actual experience of running marine facilities like yours.

We do not provide engineering services, but we have worked numerous engineering firms to undertake master planning in a practical and cost-effective manner.

Schedule: Preliminary work can begin as soon as Notice to Proceed is issued. Timeline is approximately 120 days from NTP to completion. Please note that COVID protocols and travel restrictions/interruptions may impact our travel plan. We would plan on our initial visit in December, on or around Friday December 9 in the afternoon to meet with you to discuss the

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staff meeting objectives and then Monday December 12 to meet with staff. Our visit will be tied to a course offering in Gulfport which will reduce travel expenses for this project.

Cost of Services: Total estimated cost is not to exceed $38,950.00 for this effort. This estimate includes the cost of travel and expenses.

An initial invoice will be issued following the site visit, additional invoices will be sent each month thereafter. All invoices are issued on Net 30 terms. Any additional work identified during the project that is outside of the scope of this proposal or following delivery of the final presentation will be billed at an hourly or project rate. Any such work will be identified, estimated, and then approved by the client.

We appreciate the opportunity to provide this service to our membership and thank you for your consideration of this proposal. If this is acceptable, please sign below and return a copy to us.

Sincerely,



David Arnold, Executive Director

Accepted: Date_____

By: _____ so authorized

Printed name and Title: _____

Attachment: Resolution# 20221212-18 Authorizing Agreement with International Maritime and Port Executives for Professional Services

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Maureen Anderson, Project Manager
Subject:	RESOLUTION# 20221212-20
	AUTHORIZING THE AWARD OF CONTRACT FOR PROJECT AP2302 RUN-UP PAD TO FLOORE INDUSTRIAL CONTRACTORS INC. FOR $1,231,275.32

ATTACHED:
Neel Schaffers Bid Evaluation Letter - Run Up Pad
Run Up Pad Bid Tab
AP CAPITAL PROJECTS FY23

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-20

AUTHORIZING THE AWARD OF CONTRACT FOR PROJECT AP2302 RUN-UP PAD TO FLOORE INDUSTRIAL CONTRACTORS INC. FOR $1,231,275.32

WHEREAS, by **Resolution 20220822-02** the Hancock County Port & Harbor Commission ("Commission") adopted its FYE 2023 Budget and 2019 WIP- 2023 Capital Improvement Plan;

WHEREAS, the FYE 2023 Budget and associated 2019 WIP – 2023 Capital Improvement Plan, as amended, includes Project **AP2302 Run-Up Pad Project** budgeted in the amount of **$380,000**;

WHEREAS, Garver Engineering, the project engineer, hired by task order no. 7 on September 6, 2022 to provide all engineering services related to the delivery of a Run-Up Pad on the south end of the Stennis Airport taxiway.

WHEREAS, Garver Engineering provided a cost estimate to staff projecting the total project construction costs to be $258,642.00;

WHEREAS, on November 17, 2022, Hancock County Port and Harbor Commission terminated Garver Engineering;

WHEREAS, upon the completion of full design, advertisements for bids were published on October 26, 2022 and November 2, 2022 with a bid opening date of November 28, 2022 at 2:00pm in the Sea Coast Echo, Sun Herald, and the Procurement Center;

WHEREAS, by Resolution **20221128-02**, Hancock County Port and Harbor Commission authorized task order no. 2 with Neel Schaffer to provide Construction Management and RPR Services in the amount of $67,900.00;

ATTACHED:
Neel Schaffers Bid Evaluation Letter - Run Up Pad
Run Up Pad Bid Tab
AP CAPITAL PROJECTS FY23

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

WHEREAS, On November 28, 2022, two bids were received. One bid was from Floore Industrial Contractors Inc. in the amount of $1,231,275.32 and the other from Huey P. Stockstill LLC. In the amount of $1,455,163.00;

WHEREAS, Neel Schaffer provided its December 5, 2022, letter of recommendation and bid tabulation sheet, finding that **Floore Industrial Contractors Inc.** Base Bid in the amount of **$1,231,275.32** for Project AP2302 as the lowest and best bid and recommended that the Commission accept such bid;

WHEREAS, staff recommends the Hancock County Port and Harbor Commission consider the necessary budget increase in the amount of **$851,275.32** in order to fulfill customer timeline and the airports future economic impact with our government and local partners;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Hancock County Port & Harbor Commission authorized the Chief Executive Officer or delegee to execute any and all documents necessary in order to proceed with the construction of **AP2302 Run Up Pad** with Floore Industrial Contractors Inc. in the amount of $1,231,275.32.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Robert Martin, Treasurer
SECONDER:	Aline Ward, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Neel Schaffers Bid Evaluation Letter - Run Up Pad
Run Up Pad Bid Tab
AP CAPITAL PROJECTS FY23

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

NEEL-SCHAFFER

December 5, 2022

Mr. William P. Cotter, Jr., C.M.
Chief Executive Officer
Hancock County Port and Harbor Commission
14054 Fred and Al Key Road
Kiln, MS 39556

REFERENCE: EVALUATION OF BIDS RECEIVED NOVEMBER 28, 2022
HIGH POWER ENGINE RUN UP PAD
PROJECT FAA2202

Dear Mr. Cotter:

The Hancock County Port and Harbor Commission (HCPHC) received bids on November 28, 2022, for the project entitled "HIGH POWER ENGINE RUN UP PAD" at the Stennis International Airport. HCPHC staff and representatives were present at the bid opening, and Neel-Schaffer was provided digital copies of the received proposals. We have reviewed each of these two proposals, and our findings are detailed below and in the attached documents.

Bids were received from two contractors—Floore Industrial Contractors, Inc, and Huey P. Stockstill, LLC. The bid amounts received are as follows:

Bid Amount Summary Hancock County Port and Harbor Commission High Power Engine Run Up Pad FAA2202	
Bidder	**Bid Amount Base Bid**
Floore Industrial Contractors, Inc	$1,231,275.32
Huey P. Stockstill, LLC	$1,455,163.00

We have attached a summary of our office review of the bid documents as Attachment 1 and a Bid Tabulation as Attachment 2. There were various omissions/irregularities noted during the review of the bid documents submitted by each bidder. No errors were noted during the tabulation of bids.

P: 228.374.1211 | F: 228.374.1216
772 Howard Avenue
Biloxi, MS 39530
www.neel-schaffer.com

engineers | planners | surveyors | environmental scientists | landscape architects

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

The Hancock County Port and Harbor Commission and their legal counsel should review the bids received as well as each attachment to determine if any of the noted irregularities/omissions for either of the bids submitted should deem one or both nonresponsive and not considered for award.

Thank you for the opportunity to provide services to HCPHC. If you have any questions or require additional information, please do not hesitate to reach out.

Sincerely,

NEEL-SCHAFFER, INC.



Alex Davis, P.E.,
Project Manager

Enclosures: Attachment 1 – Bid Evaluation Sheet
Attachment 2 – Bid Tabulation

c. Mr. Blaine LaFontaine, Chief Operations Officer & Port Director
Mrs. Maureen Anderson, Project Manager

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

BID EVALUATION
Hancock County Port & Harbor Commission
Stennis International Airport (HSA)
Kiln, MS

High Power Engine Run Up Pad

Bid Opening: November 28, 2022 @ 2:00 P.M.

ITEM	Floore Industrial Contractors INC 4401 Wilson Springs Road Moss Point, MS 39562	Huey P. Stockstill, LLC PO Box 758 Picayune, MS 39466
Bidders Checklist (Signed)	Yes	No
Certificate of Responsibility Number	09772-MC	21258-MC
Bid Proposal - Signed (and Sealed if applicable)	Yes; Missing Pages 2 and 3	Yes
Addenda Acknowledged (4 Addenda Issued)	Yes	Yes
Evidence of Authority to Sign on Behalf of the Company	No	Yes
Bid Bond (Equal to 5% of Total Bid) Included and Properly Executed	Yes	Yes
Proposed Subcontractor List	Yes	Yes; Did not fill out GC section
Standards of Responsibility Form (Signed and Notarized)	Yes: Did not initial Section B (Page 3)	Yes
Buy American Certification	Yes	Yes
Tax Delinquency and Felony Conviction Certification	Included; No certification checked	Yes
Nonsegregated Facilities Certification	No	Yes
Debarment and Suspension Certification	No	Yes
Current Certificate of Responsibility issued by State of Mississippi	Yes	Yes
Current Certificate of Good Standing from the Mississippi Secretary of State	**Nothing included in bid; SECRETARY OF STATE WEBSITE SHOWS CURRENT STATUS AS GOOD STANDING**	**LLC Annual Report provided but does not state standing; SECRETARY OF STATE WEBSITE SHOWS CURRENT STATUS AS GOOD STANDING**
Non-Resident Contractor?	No	No
If non-resident, copy of bidder's current state bidder preference law pertaining to that State's treatment of non-resident contractors included?	N/A	N/A

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore

BID TABULATION

Hancock County Port & Harbor Commission
Stennis International Airport (HSA)
Kiln, Mississippi
High Power Engine Run Up Pad
Bid Opening: November 28, 2022 @ 2:00 P.M.

BASE BID				Floore Industrial Contractors INC 4401 Wilson Springs Road Moss Point, MS 39562		Huey P. Stockstill, LLC PO Box 758 Picayune, MS 39466	
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	1	LS	$ 23,110.00	$ 23,110.00	$ 150,000.00	$ 150,000.00
SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	1	LS	$ 19,300.00	$ 19,300.00	$ 50,000.00	$ 50,000.00
C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	$ 23,750.00	$ 23,750.00	$ 145,000.00	$ 145,000.00
C-102-5.1	TEMPORARY EROSION CONTROL	1	LS	$ 11,550.00	$ 11,550.00	$ 20,000.00	$ 20,000.00
C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	1	LS	$ 120,700.00	$ 120,700.00	$ 145,000.00	$ 145,000.00
P-151-4.2	CLEARING AND GRUBBING	1	LS	$ 7,700.00	$ 7,700.00	$ 15,000.00	$ 15,000.00
P-152-4.1a	UNCLASSIFEID EXCAVATION	150	CY	$ 51.00	$ 7,650.00	$ 30.00	$ 4,500.00
P-152-4.1b	BORROW EXCAVATION	425	CY	$ 64.80	$ 27,540.00	$ 30.00	$ 12,750.00
P-152-4.4	UNSUITABLE EXCAVATION	275	CY	$ 51.00	$ 14,025.00	$ 30.00	$ 8,250.00
P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	462	SY	$ 38.50	$ 17,787.00	$ 29.00	$ 13,398.00
P-209-5.2	SEPARATION GEOTEXTILE	438	SY	$ 3.90	$ 1,708.20	$ 5.00	$ 2,190.00
P-403-8.1b	5" ASPHALT MIXTURE BASE COURSE	438	SY	$ 218.24	$ 95,589.12	$ 150.00	$ 65,700.00
P-501-8.1a	6" CONCRETE PAVEMENT	214	SY	$ 1,059.00	$ 226,626.00	$ 1,000.00	$ 214,000.00
P-501-8.1b	24" CONCRETE PAVEMENT	202	SY	$ 2,946.00	$ 595,092.00	$ 2,900.00	$ 585,800.00
T-901-5.1	SEEDING	0	AC	$ -	$ -	$ 2,500.00	$ -
T-904-5.1	SODDING	30	SY	$ 32.10	$ 963.00	$ 20.00	$ 600.00
T-905-5.1	4" TOPSOIL (OBTAINED ON-SITE)	55	SY	$ 141.00	$ 7,755.00	$ 20.00	$ 1,100.00
SS-300-5.1	LOCKOUT/TAGOUT AND CONSTRAINT CURRENT REGULATOR CALIBRATION PROCEDURES	1	LS	$ 645.00	$ 645.00	$ 2,000.00	$ 2,000.00
SS-301-5.1	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED AND STORED, BASE DEMOLISHED	3	EA	$ 645.00	$ 1,935.00	$ 1,500.00	$ 4,500.00
L-108-5.1	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	600	LF	$ 12.00	$ 7,200.00	$ 3.50	$ 2,100.00
L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	90	LF	$ 30.00	$ 2,700.00	$ 7.50	$ 675.00
L-110-5.1	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	60	LF	$ 200.00	$ 12,000.00	$ 50.00	$ 3,000.00
L-110-5.2	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2" C	30	LF	$ 15.00	$ 450.00	$ 20.00	$ 600.00
L-125-5.1	EXISTING STORED TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE	1	EA	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00
L-125-5.2	L-852T(L) IN-PAVEMENT TAXIWAY EDGE LIGHT, INSTALLED	1	EA	$ 4,000.00	$ 4,000.00	$ 6,500.00	$ 6,500.00
TOTAL BASE BID				**$**	**1,231,275.32**	**$**	**1,455,163.00**

No errors were noted during tabulation of bids:

I certify this to be a true and accurate Bid Tabulation of bids received at 2:00 P.M., Local Time, November 28, 2022 for Hancock County Port & Harbor Commission's High Power Engine Run Up Pad.

ALEX R. DAVIS
LICENSED PROFESSIONAL
ENGINEER
31629
12/5/22
STATE OF MISSISSIPPI

Alex Davis, P.E.

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to

HSA
HIGH POWER ENGINE RUN UP PAD
BID TABULATION
BID OPENING: NOVEMBER 28, 2022; 2:00 PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		FLOORE INDUST. CONTRACTORS, INC.		HUEY P. STOCKSTILL LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	CONSTRUCTION SAFETY AND SECURITY	LS	1	$5,000.00	$5,000.00	$23,110.00	$23,110.00	$150,000.00	$150,000.00
2	SS-130-4.1	TRENCH AND EXCAVATION SAFETY SYSTEMS	LS	1	$25,000.00	$25,000.00	$19,300.00	$19,300.00	$50,000.00	$50,000.00
3	C-100-14.1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	$40,000.00	$40,000.00	$23,750.00	$23,750.00	$145,000.00	$145,000.00
4	C-102-5.1	TEMPORARY EROSION CONTROL	LS	1	$20,000.00	$20,000.00	$11,550.00	$11,550.00	$20,000.00	$20,000.00
5	C-105-6.1	MOBILIZATION (MAXIMUM 10% OF TOTAL BID)	LS	1	$24,000.00	$24,000.00	$120,700.00	$120,700.00	$145,000.00	$145,000.00
6	P-151-4.2	CLEARING AND GRUBBING	LS	1	$2,500.00	$2,500.00	$7,700.00	$7,700.00	$15,000.00	$15,000.00
7	P-152-4.1a	UNCLASSIFIED EXCAVATION	CY	150	$15.00	$2,250.00	$51.00	$7,650.00	$30.00	$4,500.00
8	P-152-4.1b	BORROW EXCAVATION	CY	425	$17.50	$7,437.50	$64.80	$27,540.00	$30.00	$12,750.00
9	P-152-4.4	UNSUITABLE EXCAVATION	CY	275	$17.50	$4,812.50	$51.00	$14,025.00	$30.00	$8,250.00
10	P-209-5.1	6" CRUSHED AGGREGATE BASE COURSE	SY	462	$25.00	$11,550.00	$38.50	$17,787.00	$29.00	$13,398.00
11	P-209-5.2	SEPARATION GEOTEXTILE	SY	438	$4.00	$1,752.00	$3.90	$1,708.20	$5.00	$2,190.00
12	P-403-8.1b	5" ASPHALT MIXTURE BASE COURSE	SY	438	$45.00	$19,710.00	$218.24	$95,589.12	$150.00	$65,700.00
13	P-501-8.1a	6" CONCRETE PAVEMENT	SY	214	$100.00	$21,400.00	$1,059.00	$226,626.00	$1,000.00	$214,000.00
14	P-501-8.1b	24" CONCRETE PAVEMENT	SY	202	$280.00	$56,560.00	$2,946.00	$595,092.00	$2,900.00	$585,800.00
15	T-901-5.1	SEEDING	AC	0.10	$2,500.00	$250.00	$0.00	$0.00	$2,500.00	$250.00
16	T-904-5.1	SODDING	SY	30	$6.00	$180.00	$32.10	$963.00	$20.00	$600.00
17	T-905-5.1	4" TOPSOIL (OBTAINED ON-SITE)	SY	55	$4.00	$220.00	$141.00	$7,755.00	$20.00	$1,100.00
18	SS-300-5.1	LOCKOUT/TAGOUT AND CONSTANT CURRENT REGULATOR CALIBRATION PROCEDURES	LS	1	$3,000.00	$3,000.00	$645.00	$645.00	$2,000.00	$2,000.00
19	SS-301-5.1	EXISTING BASE MOUNTED EDGE LIGHT, REMOVED AND STORED, BASE DEMOLISHED	EA	3	$800.00	$2,400.00	$645.00	$1,935.00	$1,500.00	$4,500.00
20	L-108-5.1	NO. 8 AWG, 5KV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	LF	600	$3.00	$1,800.00	$12.00	$7,200.00	$3.50	$2,100.00
21	L-108-5.2	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING CONNECTIONS/TERMINATIONS	LF	90	$3.00	$270.00	$30.00	$2,700.00	$7.50	$675.00
22	L-110-5.1	CONCRETE ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	60	$50.00	$3,000.00	$200.00	$12,000.00	$50.00	$3,000.00
23	L-110-5.2	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2"C	LF	30	$35.00	$1,050.00	$15.00	$450.00	$20.00	$600.00
24	L-125-5.1	EXISTING STORED TAXIWAY EDGE LIGHT, INSTALLED ON NEW BASE	EA	1	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00
25	L-125-5.2	L-852T(L) IN-PAVEMENT TAXIWAY EDGE LIGHT, INSTALLED	EA	1	$2,500.00	$2,500.00	$4,000.00	$4,000.00	$6,500.00	$6,500.00
	TOTALS					$258,642.00		$1,231,275.32		$1,455,413.00

Corrected Prices

Garver Project No. 21A26030

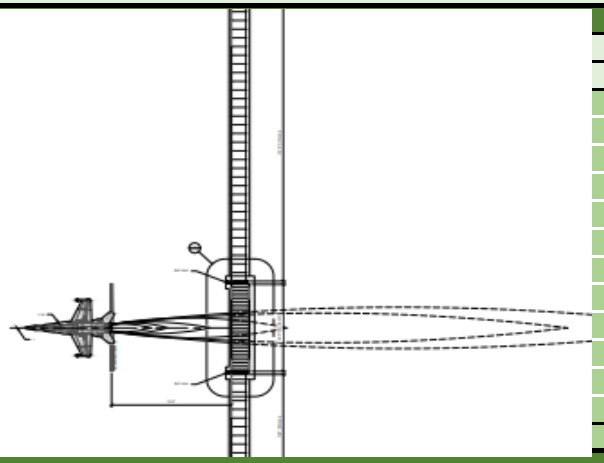
Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore Industrial Contractors, Inc. for

HANCOCK COUNTY PORT AND HARBOR COMMISSION FYE 9/30/2023 CAPITAL BUDGET WORKSHEET

FOR INTERNAL USE ONLY

AP2302	PROJECT NUMBER	OBLIGATED AMOUNTS	
SI	Fund	Cash Balance	**South Airport Run Up Pad, will provide a run up pad at the far southeast end of the airport for Tyonek to perform 100% run tests for NavAir and will be designed to be multipurpose for any other future aircraft.**
	Project Name	Run Up Pad	
	Total Project Cost	$ 400,000.00	

TOTALS		WIP	YR 1	YR 2	YR 3						
	DESCRIPTION	2022	2023	2024	2025						
50,000	ENGINEERING	20,000	30,000								
250,000	CONSTRUCTION		250,000								
-	CONSTRUCTION MANAGEMENT										
-	Contingency (10% CX)										
100,000	fittings purchase		100,000								
-											
-											
-											
-											
-											
-											
-											
400,000	TOTAL PROJECT COST	20,000	380,000	-	-	-					



ANTICIPATED FUNDING SOURCES											
-	FEDERAL GRANTS										
-	STATE GRANTS										
400,000	USE OF CASH BALANCE	20,000	380,000	-							
-	LEASE FINANCING										
-	OTHER										
-											
400,000	TOTAL FUNDING	20,000	380,000	-	-	-	-	-	-	-	
-	DIFFERENCE	-	-	-	-	-	-	-	-	-	

OPERATING REVENUES & COST REDUCTIONS											
	REVENUE										-
	SAVINGS										-
	OTHER (please specify)										-
	TOTAL	-	-	-	-	-	-	-	-	-	-

INCREMENTAL OPERATING COST INCREASES

Attachment: Resolution# 20221212-20 Authorizing the Award of Contract for AP2302 Run-Up Pad to Floore

Hancock County Port & Harbor Commission

Port & Harbor Commission

Staff Report

Date:	December 12, 2022
To:	Port & Harbor Commission
From:	Donna Rubio, Executive Secretary
Subject:	RESOLUTION# 20221212-24
	AUTHORIZING EMPLOYMENT AGREEMENT OF BLAINE G. LAFONTAINE AS CHIEF EXECUTIVE OFFICER

ATTACHED:
Blaine LaFontaine CEO Employment Agreement 2022
Executive Director-CEO Job Description 2022

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

HANCOCK
MISSISSIPPI
PORT • AIR • SPACE
HANCOCK COUNTY PORT & HARBOR COMMISSION

RESOLUTION# 20221212-24

AUTHORIZING EMPLOYMENT AGREEMENT OF BLAINE G. LAFONTAINE AS CHIEF EXECUTIVE OFFICER

WHEREAS, by Resolution **20220627-11** the Commission accepted the resignation of William P. Cotter as Chief Executive Officer/Executive Director of the Hancock County Port and Harbor Commission and approved the appointment of Blaine LaFontaine as Chief Executive Officer/Executive Director effective January 1, 2023;

WHEREAS, by Resolution **20220711-02** the Commission spread on the minutes the Hancock County Board of Supervisors motion to approve the resignation of William P. Cotter, CEO/Executive Director and appointment of Blaine LaFontaine as CEO/Executive Director effective January 1, 2023;

NOW THEREFORE BE IT RESOLVED, the Hancock County Port and Harbor Commission hereby authorizes the President of the Commission to execute an employment contract with Blaine LaFontaine as Chief Executive Officer/Executive Director of the Hancock County Port and Harbor Commission;

BE IT FURTHER RESOLVED, having received an affirmative vote from a majority of the members of the Commission, a copy of this resolution shall be forwarded to the Hancock County Board of Supervisors for their approval and/or appropriate action.

RESULT:	**CARRIED [UNANIMOUS]**
MOVER:	Paula Jordan, Vice President
SECONDER:	Michael Casano, Commissioner
AYES:	Swanson, Ward, Casano, Holman, Jordan, Martin, Necaise
EXCUSED:	Michael Bennett

ATTACHED:
Blaine LaFontaine CEO Employment Agreement 2022
Executive Director-CEO Job Description 2022

Derek Necaise, President

ATTEST:

Michael Bennett,Secretary

ATTACHED:
Blaine LaFontaine CEO Employment Agreement 2022
Executive Director-CEO Job Description 2022

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into effective as of

January 1, 2023 ("Effective Date") by and between the Hancock County Port & Harbor Commission (the "Commission) and **Blaine G. LaFontaine** (the "Executive Director/Chief Executive Officer").

WHEREAS, the Commission desires to employee Mr. Blaine G. LaFontaine as its Executive Director/Chief Executive Officer, and

WHEREAS, Mr. Blaine LaFontaine desires to perform the services of Executive Director/Chief Executive Officer ("CEO") exclusively for the Commission, on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual recitals and covenants contained herein, the parties hereby agree as follows:

1. **Employment**
   The Commission hereby employs **Mr. Blaine G. LaFontaine** as CEO, and **Mr. LaFontaine** hereby accepts such employment by the Commission, subject to the terms and conditions specified herein.

2. **Term**
   The term of this Agreement shall begin on the Effective Date identified above.

3. **Duties and Responsibilities**
   The CEO shall perform for the Commission all duties incident to the position of CEO as described in Exhibit "A" attached hereto. In addition, the CEO shall be subject to direction of the Commission's Board of Commissioners ("BOC") and shall engage in such other services for the Commission as the Commission from time to time shall reasonably direct. The CEO shall use his best efforts, and devote his time, attention and energy to the operation, management, and business of the Commission. The CEO shall oversee the Commission's operations, and shall have authority and responsibility, subject to the direction, approval and control of the BOC. The CEO shall report directly to the BOC on all Commission activities and issues.

4. **Compensation**
   The Commission shall pay to the CEO an annual salary of **$150,000.00** payable in accordance with the Commission's regular payroll practice and less all applicable taxes.

5. **Business Expenses**
   The Commission shall compensate the CEO with an expense allowance of $5,000.00 annually for business of the commission not covered under Section 25-3-41 or consistent with rules and regulations of Dept. of Finance and Administration and the CEO is eligible

for reimbursement of expenses in accordance with the Commission's policies, for all reasonable business expenses incurred by the CEO in connection with the performance of the CEO obligations hereunder.

6. Benefits

The CEO shall be entitled to participate in any employee and fringe benefit plans sponsored and maintained by the Commission. CEO also will have daily use of vehicle and fuel card to conduct business of the Commission.

7. Termination

The CEO hereby acknowledges that he is an "at-will" employee and may be terminated immediately for Cause, as defined below, or for no Cause with advance written notice for any non-discriminatory reason at the discretion of the BOC.

For purposes of this Section, "Cause" shall have the following meaning:

a. The CEO's commission of a felony;
b. The CEO's commission of:
    i. An act of fraud, embezzlement, or misappropriation of funds of the Commission; or
    ii. Acts or omissions causing intentional, wrongful damage to the property, reputation or community standing of the Commission.
c. Engaging in gross misconduct or gross negligence in the course of the CEO's employment with the Commission;
d. A failure by the CEO to materially perform to agreed upon performance goals or a material breach of the CEO's obligations under this Agreement:
e. Insubordination to order issued to the CEO by the BOC; or
f. Failure or refusal to work or comply with the rules, policies and regulation of the Commission.

If the CEO chooses to voluntarily resign, he must give thirty (30) days advance written notice of his intention to resign. If the Commission chooses to discharge the CEO for no Cause, unless for reasons that require immediate discharge, the Commission shall provide 30 days advance written notice of dismissal to the CEO.

8. Conflicts of Interest

Without the prior consent of the Commission, the CEO, shall not conduct business on the Commission's behalf with any contractor, vendor, supplier, customer, or other party with which the CEO or any member of his immediate family is involved as a principal, officer, or representative, or in which the CEO has any other personal interest. The CEO may disclose certain relationships in writing to the Commission, which relationships the Commission may in its discretion exempt from any potential conflict of interest. The CEO will not knowingly conduct any personal or business affairs in a manner that is detrimental to the Commission.

9. Confidentiality

The CEO recognizes and acknowledges that he/she presently has and will have further access to confidential information of a special and unique value concerning the business conducted by the Commission, which may include, without limitation, contracts, books and records relating to Commission operations, customer names and addresses, customer service requirements, customer financial statements and other financial, business and personal information relating to the Commission, their customers, markets, officers and employees, cost of providing service and equipment, operating and maintenance costs,

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

and pricing strategies. The CEO therefore agrees that he/she will not at any time, unless required by judicial order, from and after the date of this Agreement, make any independent use of, or disclose to any other person, any trade secrets or confidential information of the Commission.

10. **Governing Law**
This Agreement shall be interpreted, construed, and governed according to the laws of the State of Mississippi. Venue for all actions hereunder shall be in Hancock County, Mississippi.

11. **Headings**
The headings contained in this Agreement are for the convenience of the parties only and shall not be deemed to affect the meaning of the provisions hereof.

12. **Counterparts**
This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement, with one counterpart being delivered to each party hereto.

13. **Reformation**
In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the provision(s) may be reformed to carry out the intent of the parties in entering into the Agreement.

14. **Validity**
The invalidity of any provision or provisions of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Agreement affect the balance of such provision.

15. **Prior Agreements Superseded**
This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

16. **Entire Agreement**
This instrument contains the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, warranties, commitments, agreements, arrangements or understanding, oral or written, between the parties hereto relating to the subject matter of the Agreement except as set forth herein.

17. **Amendment**
This Agreement may be amended or modified only by written agreement signed by the party against whom enforcement of any waiver, change or modification is sought.

18. **Assignment**
The rights and obligations of this Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment in violation of this paragraph shall entitle the non-assigning party, at its option, to immediately terminate this Agreement.

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

19. Residence

The CEO shall make Hancock County, Mississippi his permanent place of residence within one hundred eighty (180) days of the Effective Date, unless otherwise granted an extension of time by the Commission.

WITNESS our signatures this day of December 12, 2022

_____	_____
Blaine LaFontaine, CEO Date	Derek Necaise, President Date
Hancock County Port & Harbor Commission	Hancock County Port & Harbor Commission

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

Hancock County Port & Harbor Commission
Executive Director/CEO
JOB DESCRIPTION

The Executive Director/Chief Executive Officer (CEO) oversees all administrative activities of the organization, supervises all department heads, and implements and manages the policy directives of the HCPHC. The CEO reports to the President of the HCPHC and interacts on a regular basis with all members of the Commission.

The CEO represents the HCPHC before the Hancock County Board of Supervisors (HCBOS) when requested by the Commission. The CEO will be a visible leader representing the HCPHC to other public economic development organizations within the county, region, and statewide. The CEO partners strongly with the Hancock County Chamber of Commerce, Mississippi Enterprise for Technology, Partners for Stennis, and the Gulf Coast Business Council and other local, state or federal partners.

The CEO oversees all economic development activities that involve recruitment and retention of business and industry in Hancock County.

The CEO is the organization's chief negotiator and deal closer for commission enterprises, capital development, and economic development.

The CEO oversees and supervises operations of the enterprises owned by the HCPHC and ensures that the enterprises operate effectively, efficiently, and meet financial expectations. A major responsibility is development, management, and oversight of land, buildings and infrastructure and capital projects related to the enterprises and intended to enhance the attraction, retention, and expansion of industry.

Additional major responsibilities include preparation and presentation of the annual budget, collaboration with the NASA Stennis Space Center, and securing state and federal grants.

The department heads of the organization that the Executive Director/CEO manages and directs include the Deputy Director, General Counsel and Government Affairs, Airport Director of Stennis International Airport, Port Director of Port Bienville and Port Bienville Railroad, Director of Finance and Director of Development and Marketing for existing and new industry attraction and expansion.

Ideal Candidate

The ideal candidate will have been a seasoned and visible community leader in asset and operations management and economic development. The CEO will have many of the following experiences.

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

- Deal Closer and Problem Solver: The demonstrated ability to represent the deal, negotiate for desired outcomes, and resolve problems and contentious issues (regardless of whether related to economic development, operations of transportation amenities and industrial parks, securing grants or incentives, contracting for capital project funding and execution, or setting policy) is highly critical.

- Results Oriented: A strong track record in attracting and retaining business and industry and successful operation of industrial parks and/or transportation amenities. The individual will bring to the position a background that includes economic development recruitment, retention and expansion, and a keen understanding of industrial asset management, which are considered extremely favorable combinations for the position.

- Strategic Planning: A background that includes successful strategic planning and implementation, effective management and leadership of oversight boards, and experience in city/county government affairs is highly desirable.

- Fiscal Management: Performance in a capacity like a CEO of a corporation having profit/loss responsibility is mandatory. Experience in managing, supervising, and sustaining profitability of industrial parks, airports, ports, and related support enterprises and financial responsibility for an economic development program, including the identified support enterprises, is highly desirable. Experience in managing capital projects related to economic development and securing major federal and state grants is important.

- People Management: A background that includes strong, positive leadership and direction--- setting, and effective personnel management, including staff recruitment and development, is critical to the organization.

- Public Speaking and Advocacy: An extensive background in public speaking and advocacy for the organization, Hancock County and the region, with skills in developing and maintaining positive and harmonious relationships with local government agencies and organizations, statewide economic development departments, utility companies, and other related entities that have an impact on attracting industries and on operations of HCPHC's enterprises is highly desirable.

- Knowledge of the Area: A keen understanding of the Mississippi Gulf Coast economic development infrastructure, its water related industries, and the importance of the defense related sector of the economy and established contacts with local, regional and state leadership are highly desirable.

- Participatory Leadership: Active participation, collaboration and leadership in local, regional, and statewide organizations that relate to economic development and the related enterprises, including utilities, industrial parks and transportation amenities, of the HCPHC is strongly desirable.

- Industrial and Workforce Development: A background that includes developing and sustaining a highly qualified workforce, certified industrial site programs, and advocacy for key economic development assets of the county or region served is highly desired.

Education & Experience

- A Bachelor's degree is required and Master's degree preferred. A degree in business administration, marketing, economics, engineering, transportation and logistics, public relations, urban planning or a related field is preferred.

- Five or more years of progressively responsible, full-time experience in asset management, transportation operations, and economic development organizations that attract/retain industry and manage assets similar to the HCPHC, or similar experience in related fields of local government or the private sector, is highly desired. Any combination of economic development, asset management, transportation operations, private sector experience, and local government experience is acceptable

- The Executive Director/Chief Executive Officer is required to live in Hancock County

Compensation & Benefits

The HCPHC offers a highly competitive salary for the region depending on qualifications and experience. Additionally, the HCPHC offers a comprehensive benefits package including family medical, dental and vision coverage and expense allowance defined in the employment contract. Life, Accidental Death and Dismemberment, and Long-Term Disability insurances are all covered by the Commission. Supplemental insurance coverage through AFLAC is offered at the employee's expense. Employees of the Commission participate in Mississippi's State Retirement Plan (PERS), a defined benefit plan, and may contribute to a Deferred Compensation plan. Paid time off (in lieu of vacation, sick, and holiday leave) is accrued at increasing amounts depending on years of service.

Attachment: Resolution# 20221212-24 Authorizing Employment Agreement of Blaine LaFontaine as Chief Executive Officer (11813 : Authorizing

ONSOLVE

ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 1.00 year(s) commencing on the Service Start Date
Renewal Term: 1.00 year(s)
Service Start Date: January 01, 2023

Customer Information	Company Name:	Hancock County, MS
	Street Address:	18333 Hwy. 603
	City, State, Zip, Country:	Kiln, MS, 39665, US
Billing Contact Purchase Order Number	Company Name:	Hancock County, MS
	Name:	John Albert Evans
	Street Address:	18333 Hwy. 603
	City, State, Zip, Country:	Kiln, MS, 39665, US
	Phone:	(228) 255-0942
	Email:	jevans@co.hancock.ms.us
Primary Contact *Note: this contact will be setup in the Services as an Administrator.*	Name:	John Albert Evans
	Title:	Hancock County EMA
	Phone:	2282550942
	Email:	jevans@co.hancock.ms.us

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Flex Package	01/01/2023 - 12/31/2023	1	$7,133.00	$7,133.00
CodeRED Flex Package includes: 69,000 Message Units per year. Overage will be billed at USD 0.25 per Message Unit in blocks of 6,900.	01/01/2023 - 12/31/2023	1	$0.00	$0.00
CodeRED Weather Warning	01/01/2023 - 12/31/2023	1	$713.30	$713.30
			Critical Communications Subscription Fees	$7,846.30

ORDER TOTAL **$7,846.30**

Attachment: Onsolve Contract (11781 : Approve CodeRED 2023 Agreement)

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	**$7,846.30**

**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

Service Description – Critical Communications

CODE-Flex Pkg

- CodeRED Subscription Service
- Emergency or non-Emergency use
- Message bank for voice minutes, SMS Text, TTY
- Unlimited Email, RSS, and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

Service Terms

- Use of the Subscription Service is intended for **Hancock County, MS**
- Population: **46,000**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

All Services being purchased by Customer in this Order Form shall be exclusively governed under the OnSolve standard terms and conditions set forth at the following URL: https://www.onsolve.com/legal/TC-Government/ (the "Terms"). In the event of a conflict between the Terms and this Order Form, the terms of this Order Form shall control.

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

Attachment: Onsolve Contract (11781 : Approve CodeRED 2023 Agreement)

Hancock County, MS

By: _____

Name:

Title:

Date:

Attachment: Onsolve Contract (11781 : Approve CodeRED 2023 Agreement)

Hancock County Comprehensive Emergency Management Plan 2023



Transmitted here within is the 2023 version of the Hancock County Comprehensive Emergency Management Plan. This plan has been updated to incorporate changes identified by emergency management partners and stakeholders. This plan is submitted in accordance with the Mississippi Code section 33-15-14.

Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

Promulgation Statement

County government shares a responsibility with State and municipal governments to be prepared in the event of a natural, technological, or man-made emergency or disaster that threatens life, property, or the environment. The Mississippi Emergency Management Law, MS Code Ann. § 33-15(1972) confers emergency powers on the Governor, the Mississippi Emergency Management Agency, executive heads of governing bodies of municipalities, and counties of the state to meet this responsibility.

In order to provide an effective response to emergency situations, the federal, state, local, and tribal governments must plan and prepare together. The concept and assignment of responsibilities outlined in this plan shall serve as the basis for the conduct of emergency operations by Hancock County. It shall be the responsibility of all county agencies and organizations to perform their assigned functional tasks and prepare and maintain standard operating procedures and/or guidelines. All responsible parties shall provide notice of revisions and improvements to this CEMP and support it through training and exercises.

This plan is in accordance with existing state and federal statutes, in coordination with the National Response Framework, and is compliant with the National Incident Management System. It will be reviewed annually, revised, and updated biennially or more frequently as warranted. This plan is written and will be updated in compliance with the Federal Emergency Management Agency's *Developing and Maintaining Emergency Operations Plan, Comprehensive Preparedness Guide 101*, Version 3.0, September 2021.

Therefore, by virtue of the authority vested in me as President of the Board of Supervisors of Hancock County, I hereby promulgate the Hancock County CEMP. Furthermore, I charge the Director of the Hancock County Emergency Management Agency with responsibility for implementing this plan under emergency conditions and its ongoing development, as experience and changing conditions require.

_____ _____

Scotty Adam — Date

President, Hancock County Board of Supervisors

Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

Approval and Implementation

This plan will be effective upon submission by the Hancock County Emergency Management Agency's Director and approval by the President of the Hancock County Board of Supervisors.

This plan will be executed upon order of the President of the Hancock County Board of Supervisors or his authorized representative.

This document replaces all previous versions of Hancock County's Emergency Response Plans.

SUBMITTED:		**APPROVED:**	
Brian T. Adam	**Date**	**Scotty Adam**	**Date**
Director Hancock County Emergency Management Agency		**President Hancock County Board of Supervisors**	

Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

RECORD OF CHANGES

As changes are made to this plan, the following procedures should be followed:

1. The Hancock County EMA will issue all changes to holders of the plan through electronic media, e-mail, or hard copy.

2. Upon receiving written notification regarding changes to this plan, individuals issued a hard copy should insert new pages and remove and destroy old pages. Minor changes may be made on existing pages with pen and ink.

3. When any change is made, enter the log below accordingly.

4. A rewrite will be performed every five years, with a review and modification every two years as outlined in the MS Code Ann. § 33-15 (1972).

Date	Page & Section	Brief Description
00/2023	All	New - reformat and rewrite of the entire document.

Send any comments regarding this document to the Hancock County EMA at, brian.adam@co.hancock.ms.us

Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

RECORD OF DISTRIBUTION

Primary Distribution List

Copy No.	Individual's Name and Title/Organization's Name	Date of Transmittal	Date of Receipt
1			
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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

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Attachment: Draft_Hancock County CEMP 2022 (11796 : Approve 2023 Hancock County CEMP)

BASE PLAN

1. PURPOSE. This Comprehensive Emergency Management Plan (CEMP) describes Hancock County's approach to response and recovery activities related to emergencies and major disasters. It establishes the policies and procedures by which Hancock County shall coordinate local response to disasters. Furthermore, it utilizes the Emergency Support Function (ESF), Support, and Incident Annex concept to marshal and apply county resources and describes the responsibilities of local agencies in executing effective response and recovery operations.

This CEMP incorporates the concepts and requirements found in state and federal laws, regulations, and guidelines. Furthermore, the CEMP provides the decision framework to effectively enable the local government to respond to and recover from emergencies and disasters. The plan identifies the responsibilities and actions required to protect lives, property, and the environment from natural, man-made, and technological emergencies and disasters.

The CEMP consists of four components: (1) Basic Plan w/Appendices, (2) ESF Annexes, (3) Support Annexes, and (4) Incident Annexes for specific events.

2. SCOPE. This document provides structures for implementing county-level policy and operational coordination for incident response. It can be partially or fully implemented in the context of a threat, in anticipation of a significant event, or in response to an incident. The selective implementation allows for a scaled response, delivery of the exact resources needed, and a level of coordination appropriate to each incident.

This CEMP is intended to accelerate and organize the county's capacity to rapidly assess and respond to incidents that require county assistance. Many incidents require virtually spontaneous activation of interagency coordination protocols to prevent the incident from escalating. A county department or agency acting on independent authority may be the initial and the primary county responder. However, incidents that require more systematic county response efforts are actively coordinated through the appropriate mechanisms described in this document and its supporting annexes.

Initial coordination of county incident assessments and response efforts are intended to occur seamlessly, without the need for any formal trigger mechanism such as a written declaration by the Hancock County Board of Supervisors. This will support a more agile, scalable, and coordinated response by the whole community.

Major components of this plan include disaster information and situational awareness, the concept of operations, and direction and control, supported by automatic activation.

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3. AUTHORITIES.

a. Robert T. Stafford Disaster Relief and Emergency Assistance Act; amended the Disaster Relief Act of 1974, PL 93-288.
https://www.fema.gov/sites/default/files/2020-03/stafford-act_2019.pdf

b. Americans with Disabilities Act, Title II, September 2010
https://www.ada.gov/ada_title_II.htm

c. Fair Housing Act (FHA) of 1968
https://www.justice.gov/crt/fair-housing-act-1

d. Public Law 104-321, October 1996 (EMAC)
Public Law 104-321, October 1996

e. Public Law 98-473, Emergency Federal Law Enforcement Assistance Act, October 1984
https://uscode.house.gov/view.xhtml?path=/prelim@title34/subtitle5/chapter501&edition=prelim

f. United States Code, Title 18, Section 1385 (Posse Comitatus Act)
https://www.govinfo.gov/app/details/USCODE-2011-title18/USCODE-2011-title18-partI-chap67-sec1385/summary

g. MS Code, Emergency Management and Civil Defense, Title 33-15.
MS Code 33-15

h. MS Code, Emergency Management Assistance Compact (EMAC), Title 45-18.
MS Code 45-18

i. MS Executive Order No. 932, March 2005
https://www.homelandsecurity.ms.gov/sites/mohs/files/MOHS%20Files/ExecutiveOrder932.pdf

4. REFERENCES.

a. Homeland Security Presidential Directive 5 (HSPD-5)
https://www.dhs.gov/sites/default/files/publications/Homeland%20Security%20Presidential%20Directive%205.pdf

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b. Homeland Security Presidential Directive 8 (HSPD-8)
https://www.dhs.gov/presidential-policy-directive-8-national-preparedness

c. National Incident Management System, Third Edition, October 2017
https://www.fema.gov/media-library/assets/documents/148019

d. National Response Framework, Fourth Edition, October 2019
https://www.fema.gov/sites/default/files/2020-04/NRF_FINALApproved_2011028.pdf

e. National Disaster Recovery Framework, Second Edition, June 2016
https://www.fema.gov/sites/default/files/2020-06/national_disaster_recovery_framework_2nd.pdf

f. National Protection Framework, Second Edition, June 2016
https://www.fema.gov/sites/default/files/2020-04/National_Protection_Framework2nd-june2016.pdf

g. National Prevention Framework, Second Edition, June 2016
https://www.fema.gov/sites/default/files/2020-04/National_Prevention_Framework2nd-june2016.pdf

h. National Mitigation Framework, Second Edition, June 2016
https://www.fema.gov/sites/default/files/2020-04/National_Mitigation_Framework2nd_june2016.pdf

i. FEMA National Incident Support Manual, Change 1, January 2013
https://www.fema.gov/sites/default/files/2020-04/FEMA_National_Incident_Support_Manual-change1.pdf

j. FEMA Incident Action Planning Guide, July 2015
https://www.fema.gov/sites/default/files/2020-07/Incident_Action_Planning_Guide_Revision1_august2015.pdf

k. FEMA Developing and Maintaining Emergency Operations Plan, Comprehensive Preparedness Guide (CPG) 101, Version 3.0, September 2021
https://www.fema.gov/sites/default/files/documents/fema_cpg-101-v3-developing-maintaining-eops.pdf

l. FEMA Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters, November 2010

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https://www.fema.gov/pdf/about/odic/fnss_guidance.pdf

m. MEMA Response Framework, March 2021
MEMA Downloads/MEMA Publications

A list of acronyms and abbreviations used in this document and associated appendices and annexes can be found in Appendix 1 (Acronyms and Abbreviations).

A list of definitions for those terms commonly used in emergency management can be found in Appendix 2 (Glossary).

5. REFERENCE REPOSITORY. The CEMP reference repository containing this base plan, associated annexes, appendices, referenced documents and authorities, and other supporting documents can be found at **Hancockcounty.ms.gov.**

6. COUNTY MISSION. The primary mission of safe guard Hancock County and its citiens by fostering a culture of preparedness, executing timely responses during a disaster and quickly restoring quality of life post-event.

A. **Preparedness.** Should an emergency or disaster occur, identifying resources and ensuring the ability to respond effectively is the cornerstone of preparedness. Preparedness involves actions that will improve the speed and coordination of the response to an emergency. Planning, training, and exercising are all preparedness activities. Disaster preparedness exercises, ranging from tabletop activities to full-scale simulations of disaster situations involving all agencies, are conducted to ensure that proposed plans and coordinated activities will function as planned. Preparedness is also defined as actions taken in advance of an emergency or disaster to develop operational capability and facilitate response operations.

B. **Response.** The response phase is the period shortly before, during, and after a disaster. Emergency response is when activities are conducted to save lives and minimize damage. Activation of the Hancock County Emergency Operations Center (EOC), search and rescue (SAR), and reception and care of disaster victims are some response actions. The Hancock County EOC may house representatives of each department and organization involved in response activities to ensure an organized response to the situation and provide the public with accurate and timely information regarding the disaster.

C. **Recovery.** The period when the immediate threat to life and property has passed, and cleanup, repair, and restoration activities become a priority. This stage will continue until the community is returned to normal or near-normal operations. Debris cleanup, damage

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assessment, and reconstruction are some standard recovery measures. Joint local, state, and federal damage assessment teams quickly survey damaged areas. The Hancock County Emergency Management office shall work closely with recovery teams to ensure swift completion of the assessment process.

D. **Mitigation.** Mitigation is any action "determined to be cost-effective, which substantially reduces the risk of future damage, hardship, loss, or suffering, in any area affected by a major disaster." Mitigation saves lives, reduces property damage, helps preserve the disaster area's economy, and decreases disaster assistance costs. Effective Mitigation requires understanding local risks, addressing the hard choices, and investing in long-term community well-being. Without mitigation actions, safety, financial security, and self-reliance are jeopardized. Mitigation funding is available to state, local governments, and federally recognized Indigenous Tribes to implement long-term hazard mitigation planning and projects following a Presidential major disaster declaration. Examples of mitigation projects may include acquiring flood-prone structures, elevations of structures, and saferooms.

7. PLAN CONSTRUCT. The Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide (CPG) 101 guides developing emergency operations plans. As CPG 101 promotes a common understanding of the fundamentals of risk-informed planning and decision making, The Hancock County Emergency Management Agency adheres to these planning concepts to help our planners examine a hazard or threat and produce integrated, coordinated, and synchronized plans. The Hancock County Emergency Management Agency planning goal is to make the planning process routine across all phases of emergency management and for all homeland security mission areas. The following components comprise the content of this CEMP:

A. **Base Plan**. The Base Plan establishes fundamental policies and assumptions for countywide emergency management, outlines the Hancock County's vulnerabilities to potential hazards, establishes a comprehensive emergency management concept of operations, and outlines local and state relationships and responsibilities. The base plan includes planning assumptions, roles, responsibilities, concept of operations, incident management actions, and scheduled maintenance instructions. The incident management actions incorporate the updated requirements of the National Incident Management System (NIMS).

B. **Emergency Support Function Annexes**. The ESF annexes identify the specific activities required to support each numbered function and specify the agencies and organizations responsible for performing those activities. There are sixteen (16) ESFs that are common to incident response. However, Hancock County has the discretion to modify this list to meet its needs. The Hancock County Emergency Management Agency used eighteen (18)

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ESF's. While the ESFs name and describe the specific tasks, they do not describe the detailed procedures to accomplish them. The coordinating ESF shall develop the detailed methods and identify support actions in Interagency Coordination Procedures, Standard Operating Procedures (SOPs), and Standard Operating Guides (SOGs). The standard Mississippi ESFs are:

(1) ESF #1 – Transportation.
(2) ESF #2 – Communications.
(3) ESF #3 – Public Works and Engineering.
(4) ESF #4 – Firefighting.
(5) ESF #5 – Emergency Management (Information and Planning).
(6) ESF #6 – Mass Care, Emergency Assistance, Temporary Housing, and Human Services.
(7) ESF #7 – Logistics.
(8) ESF #8 – Public Health and Medical Services.
(9) ESF #9 – Search and Rescue.
(10) ESF #10 – Oil and Hazardous Materials Response.
(11) ESF #11 – Animals, Agriculture, and Natural Resources.
(12) ESF #12 – Energy.
(13) ESF #13 – Public Safety and Security.
(14) ESF #14 – Cross-Sector Business and Infrastructure.
(15) ESF #15 – External Affairs.
(16) ESF #16 – Military Support to Civilian Authorities.
(17) ESF #17 – GIS and Mapping
(18) ESF #18 – Business and Industry

C. **Support Annexes**. The support annexes describe how local and tribal entities and volunteer and non-governmental organizations coordinate and execute the standard functional processes and administrative requirements necessary for efficient and effective incident management. The Support Annexes are:

(1) Financial Management Support Annex.

(2) Logistics Support Annex.

(3) Mutual Aid Support Annex.

(4) Volunteer and Donations Management Support Annex.

(5) Worker Safety and Health Support Annex.

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D. **Incident Annexes**. The incident annexes address specific catastrophic and unique hazards. These annexes and associated appendices outline special considerations and priorities generated by particular hazards affecting the county and the corresponding actions required to cope with them. The Incident Annexes are:

(1) Biological Incident Annex.

(2) Catastrophic Incident Annex.

(3) Cyber Incident Annex.

(4) Earthquake Incident Annex. [If applicable]

(5) Ebola Virus Incident Annex. [If applicable]

(6) Food and Agriculture Incident Annex.

(7) Hurricane Incident Annex. [If applicable]

(8) Nuclear-Radiological Incident Annex.

(9) Pandemic Influenza Incident Annex.

(10) Pipeline Incident Annex.

(11) Terrorism Incident Annex.

8. SITUATION OVERVIEW AND PLANNING ASSUMPTIONS.

Hancock County is the most western of the three counties along the Mississippi Gulf Coast. Hancock County lies approximately 140 miles south of Jackson, Mississippi, about 30 miles east of New Orleans, Louisiana, and nearly 60 miles west of Mobile, Alabama. The county is bordered on the east by Harrison County and the Bay of Saint Louis, on the north by Pearl River County and on the west by the Pearl River and St. Tammany Parish, Louisiana. Hancock County is bordered on the south by the Mississippi Sound. The county encompasses 485 square miles. Prior to Hurricane Katrina, Hancock County was one of the fastest growing counties in Mississippi. Pre storm population was approximately 46,000.

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Hancock County has **three (3)** incorporated cities within the County consisting of a total population of 46,053 as of the 2020 U.S. census update. Of the county's population, approximately 10.5 % are disabled. Disability characteristics include (1) hearing difficulty, (2) vision difficulty, (3) cognitive difficulty, (4) ambulatory difficulty, (5) self-care difficulty, and (6) independent living difficulty.

Note: Visit www.factfinder.census.gov for disability statistics

Hancock County is exposed to many hazards, all of which have the potential of causing casualties, damaging or destroying public or private property, and disrupting the county's economy. In any crisis or emergency, Hancock County's foremost concern is for the protection of human life and property.

Residents of Hancock County are subjected to a number of various hazards, all of which have the potential of causing casulties. The most likely ones to affect the county is but not limited to, hurricanes, tropical storms, flooding, tornadoes and straight line winds

The Hancock County EMA, with assistance from the state, has taken great care in identifying these hazards and developing and executing plans that fully serve the citizens of Hancock County. The Hancock County EMA has worked with the County Government, City Governments, other local organizations and concerned citiezens to ensure that Hancock County is prepared to mitigate, prevent, protect, prepare for, respond to and recover from these threats. By researching historical records and learning from past hazardous events, vulnerabilities have been identified and estimated future losses projected. In addition, local capabilities have been identified, and assessments have been made concerning current effectiveness.

(a) Preparedness Overview. Preparedness refers to the actions taken to plan, organize, equip, train and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the county.

- Preparedness is the shared responsibility of the whole community. Every member contributes, including individuals, communities, the private and nonprofit sectors, faith-based organizations, and federal, state, and local governments. Preparedness also includes children, individuals with access and functional needs, diverse communities, and people with limited English proficiency.

- Hancock County conducts emergency preparedness awareness campaigns through the Hancock County Emergency Management Agency. Awareness campaigns include severe

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weather awareness, flood awareness, hurricane awareness, tornado awareness, mitigation campaigns for children and adults. Hancock County utilizes a variety of social networking venues, translators, and broadcasting methods, such as:

(1) Facebook, Twitter, Instagram

(2) Local News outlets (i.e., Newspaper, Radio, TV, etc.)

(3) Local special interest groups (i.e., associations, civic groups, etc.)

- The County's location in the Western Portion of the Coastal Area makes it vulnerable to Hurricane's, Tropical Storms, flooding, tornadoes and winter storms among others. Furthermore, Hancock County is home to significant infrastructure, populations and government functions that place it at risk for intentional acts meant to cause physical damage, casualties or operational disruptions.

The graph below analyzes Hancock County's potential hazards and the potential ***Risks*** and ***Impacts*** they pose to this jurisdiction.

Hazard	Risk	Impact
Earthquake	Low	
Hurricane	High	
Tornado	Medium	
Winter Weather	Low	
Flooding	High	
Wildfire	High	
Cyber	Medium	
Pipeline	Medium	
Terrorism	Low	
Nuclear Radiological	Low	

[Risk: High, Medium, or Low for each]

b. Capability Assessment. Hancock County's Comprehensive Emergency Management Plan uses preparedness as the foundation. The Hancock County CEMP utilizes the mission areas of protection, prevention, response, recovery, and mitigation to implement three core capabilities that span all five mission areas: Planning, Public Information and Warning, and Operational Coordination

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c. Mitigation Overview. Whether a natural disaster, man-made incident, or Pandemic, there is a need for a holistic regional strategy to improve the resilience of our infrastructures and essential services and the communities that depend upon them. This all-hazards, multi-jurisdiction, cross-sector approach to preparedness and resilience includes detection, prevention, mitigation, response, recovery/restoration, training, exercises, and community outreach. It requires utilities and other service providers to examine external linkages that affect their operations and business continuity. It also necessitates collaboration between the county, state, public, private, and non-profit stakeholders to share information, understand, and address county vulnerabilities and consequences posed by infrastructure interdependencies.

Hancock County will enhance its ability to complete its goals and objectives by taking maximum advantage of the current and future mitigation resources to reduce the impacts of natural and human-caused disasters on the citizens and infrastructure. Hancock County will also vigorously pursue methods to augment existing programs by involving other opportunities, such as public-private partnerships. The involvement of a wide range of participants in mitigation efforts increases the feasibility of implementing mitigation projects as resources become available.

Hancock County will provide, promote, and support education and training on the benefits of a comprehensive countywide hazard mitigation program for local agencies and private enterprises. Throughout the process, Hancock County citizens will remain a priority. A comprehensive overview of the hazards that threaten Hancock County, complete with goals and objectives, has been developed to mitigate potential losses from those hazards.

d. Planning Assumptions.

(1) Federal civil rights laws in Section IV of the FEMA Guide "Accommodating Individuals with Disabilities in the Provision of Disaster Mass Care, Housing, & Human Services" require equal access for and prohibit discrimination against people with disabilities in all aspects of emergency planning, response, and recovery.

(2) To comply with Federal law, the Hancock County Emergency Management Agency Personnel should understand the concepts of accessibility and nondiscrimination and how they apply in emergencies.

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(3) Incidents mean an occurrence or event (natural, technological, or human-caused) that requires a response to protect life, property, or the environment. Examples include: major disasters, emergencies, terrorist attacks, terrorist threats, civil unrest, wild land and urban fires, floods, hazardous materials (HAZMAT) spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, tsunamis, war-related disasters, public health, and medical emergencies and other occurrences requiring an emergency response.

(4) Incidents may occur with little or no warning in a general or specific threat or hazard and may involve single or multiple geographic/jurisdictional areas.

(5) All incidents begin and end locally and shall be managed by the Hancock County Emergency Management Agency in cooperatons with the County and City Governments..

(6) The Hancock County Emergency Management Agency Director shall request assistance from other counties through the Statewide Mutual Aid Compact (SMAC) and use available resources and mutual aid before requesting state assistance. The requests shall be made through MEMA's WEB-EOC.

(7) If an incident exceeds the capabilities of both the state and local governments, the state may request assistance from other states using the Emergency Management Assistance Compact (EMAC).

(8) Shortages of temporary or permanent housing, damage or destruction to public and private records, environmental impact, and social and economic disruption may occur.

(9) Typical damage from incidents could include damaged buildings or impacted infrastructure. Businesses and citizens that rely on networked, computer-based systems may be particularly vulnerable.

(10) Hancock County works in a Unified Command during any type of disaster with the Cities of Bay St. Louis, Waveland and Diamondhead.

(11) Incidents pose a challenge for the whole community but specifically the special needs population which includes children, individuals with disabilities, and others with access and functional needs, diverse communities, the elderly, and people with limited English proficiency. These groups may be lacking in resources such as food, shelter, and transportation.

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(12) If the situation in Hancock County warrants support from the state, the Hancock County Board of Supervisors will sign a Resolution Requesting Governor to Proclaim a State of Emergency (DR-4) and submit to MEMA WEB-EOC.

(13) The county may request state assistance when the local resources for incident management become inadequate.

9. CONCEPT OF OPERATIONS. Incidents typically begin and end locally and are managed daily at the lowest possible geographical, organizational, and jurisdictional levels. This plan considers the whole community's involvement, including individuals, communities, the private and non-profit sectors, faith-based organizations, and federal, state, and local governments mandated or encouraged to develop, exercise, and maintain individual CEMPs.

The Hancock County Emergency Management Agency is the lead Agency in Hancock County for all Natural, Man-made, Biological and Technological Events. Incidents typically begin and end locally and are managed daily at the lowest possible geographical, organizational, and jurisdictional levels. Any group such as State, Federal and volunteers not working with and through the Hancock County Emergency Management Agency during a Declared Emergency/Incident or non- Declared Emergency/Event, can and shall be escorted from Hancock County. Coordination with all agencies is key to successfully managing an event.

This plan considers the whole community's involvement, including individuals, communities, the private and non-profit sectors, faith-based organizations, and federal, state, and local governments mandated or encouraged to develop, exercise, and maintain individual CEMPs.

When local resources become exhausted, emergency managers depend on the involvement of multiple jurisdictions for support. Therefore, the whole community must be prepared to assist in this effort. This plan will be activated under the direction of the Hancock County Emergency Managerment Director in coordination with the Hancock County Board of Supervisors in response to emergency or disaster events that exceed the Hancock County Emergency Management Agencies ability and resources. This plan will be activated by the Hancock County Emergency Management Agency Director under the direction of the Hancock County Board of Supervisors or by his/her designee in response to emergency or disaster events. In the absence of the EMA Director, the Deputy Director shall activate this plan. In the absence of the Deputy Director, the EMA Operations Officer shall activate this plan.

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a. National Planning Frameworks. The National Planning Frameworks, one for each preparedness mission area, describe how the whole community works together to achieve the National Preparedness Goal (NPG). The Goal is the cornerstone of implementing the National Preparedness System (NPS). The Frameworks foster a shared understanding of our roles and responsibilities from the firehouse to the White House. They help us understand how we, as a nation, coordinate, share information, and work together, ultimately resulting in a more secure and resilient nation.

(1) National Prevention Framework. The National Prevention Framework describes what the whole community—from community members to senior leaders in government—should do upon discovering an imminent threat to the homeland. An imminent threat is intelligence or operational information that warns of a credible, specific, and impending terrorist threat or ongoing attack against the United States. This Framework helps achieve the National Preparedness Goal of a secure and resilient Nation that is optimally prepared to prevent an imminent terrorist attack within the United States. The processes and policies described in this document will be conducted in accordance with existing laws and regulations. This Framework guides individuals and communities, the private and nonprofit sectors, faith-based organizations, and all levels of government (local, regional/metropolitan, state, tribal, territorial, and Federal) to prevent, avoid, or stop a threatened or actual act of terrorism

(2) National Protection Framework. The National Protection Framework describes how the whole community safeguards against acts of terrorism, natural disasters, and other threats or hazards. The Protection processes and guiding principles in this Framework provide a unifying approach that is adaptable to specific Protection mission requirements, mission activities, jurisdictions, and sectors. The dynamic nature of the nation's risks requires a national approach adaptable to this changing and increasingly volatile landscape. This Framework describes the core capabilities, roles and responsibilities, and network of coordinating structures that facilitate the protection of individuals, communities, and the Nation.

(3) National Mitigation Framework. The National Mitigation Framework establishes a common platform and forum for coordinating and addressing how the Nation manages risk through mitigation capabilities. This Framework describes mitigation roles across the whole community. The Framework addresses how the Nation will lessen the impact of disaster by developing, employing, and coordinating core mitigation capabilities to reduce loss of life and property. Building on a wealth of evidence-based knowledge and community experience, the Framework seeks to increase risk awareness and promote resilience building by leveraging mitigation enhancing products, services, and assets across the whole community.

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(4) National Response Framework. The National Response Framework (NRF) provides foundational emergency management doctrine for how the Nation responds to all types of incidents. The NRF is built on scalable, flexible, and adaptable concepts identified in NIMS to align key roles and responsibilities across the Nation. The structures, roles, and responsibilities described in this Framework can be partially or fully implemented in a threat or hazard, in anticipation of a significant event, or in response to an incident. Implementation of the structures and procedures described herein allows for a scaled response, delivery of specific resources and capabilities, and a level of coordination appropriate to each incident.

(5) National Disaster Recovery Framework. The National Disaster Recovery Framework (NDRF) establishes a common platform and forum for how the whole community builds, sustains, and coordinates the delivery of recovery capabilities. Resilient and sustainable recovery encompasses more than restoring a community's physical structures to pre-disaster conditions. Through effective coordination of partners and resources, we can ensure the continuity of services and support to meet the needs of affected community members who have experienced the hardships of financial, emotional, or physical impacts of devastating disasters.

(6) National Incident Management System. One of the six core components of the National Preparedness System, NIMS provides a consistent framework for incident management, regardless of the incident's cause, size, or complexity. NIMS provides the nation's first responders and authorities with the same foundation for incident management for all hazards.

Executive Order No. 932, as signed by the Governor of the State of Mississippi, designates the NIMS as the basis for all incident management in Mississippi. NIMS provides a consistent nationwide approach for federal, state, tribal, and local governments to work together to prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size, or complexity.

As of October 2004, Hancock County has adopted NIMS Fundamental Framework

The components of NIMS include:

(1) Incident Command System (ICS).

(2) Multi-agency Coordination Systems (MACS).

(3) Training.

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(4) Identification and management of resources (including systems for classifying types of resources).

(5) Qualification and certification of resources responding to the incident.

(6) Collection, tracking, and reporting of incident information and incident resources.

b. Incident Command System. ICS is a critical component of NIMS and is used to manage all incidents. ICS organizes on-scene operations for a broad spectrum of emergencies, from small to complex incidents, both natural and man-made. The field response level is where emergency management/response personnel, under the command of an appropriate authority, carry out tactical decisions and activities in direct response to an incident or threat. Resources from the federal, state, tribal, or local levels, when appropriately deployed, become part of the field ICS as prescribed by the local authority. All levels of government use ICS – local, state, tribal, and federal – and many non-governmental organizations (NGOs) and the private sector. ICS is applicable across disciplines. Any time the Hancock County Emergency Operations Center is activated for Emergencies or Catastrophic Events, the Hancock County Emergency Management Director shall be the Incident Commander.

ICS Management includes the following characteristics:

(1) Common Terminology.

(2) Modular Organization.

(3) Management by Objectives.

(4) Reliance on an Incident Action Plan (IAP).

(5) Manageable Span of Control.

(6) Pre-designated Incident Mobilization Center Locations and Facilities.

(7) Comprehensive Resource Management.

(8) Integrated Communications.

(9) Establishment and Transfer of Command.

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(10) Chain of Command/Unity of Command.

(11) Unified Command.

(12) Accountability of Resources and Personnel.

(13) Deployment.

(14) Information and Intelligence Management.

c. **Unified Command System.** Unified Command (UC) is a structure that brings together the Incident Commanders of different organizations/agencies involved in the incident to coordinate an effective response while at the same time carrying out their jurisdictional responsibilities.

The UC links the organizations/agencies responding to the incident and provides a forum for these entities to make consensus decisions. Under the UC, the various jurisdictions or agencies and non-government responders closely coordinate throughout the operation to create an integrated response team. Jurisdictions may or may not be co-located.

The UC is responsible for the overall management of the incident and possesses the decision-making authority. The UC directs incident activities, including developing and implementing overall objectives and strategies, approving the order, and releasing resources. Members of the UC will work together to create a standard set of incident objectives and strategies, share information, maximize available resources, and enhance the efficiency of the individual response organizations.

UC members shall represent an appropriate level of authority in their respective organizations and agencies and the resources to carry out their responsibilities. The UC members may change as the response transitions out of emergency response into recovery. The UC enables state agencies and the federal government to carry out their responsibilities while working cooperatively within one response management system in conjunction with the ICS.

Hancock County works in a Unified Command during any type of disaster with the Cities of Bay St. Louis, Waveland and Diamondhead.

The Unified Command Structure for Hancock County shall be made up of the Emergency Managers from Hancock County, City of Bay St. Louis, City of Waveland, City of Diamondhead and the Hancock County Sheriff. The Hancock County Emergency Management Director shall lead the Unified Command.

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d. Multi-Agency Coordination System. MACS is the cornerstone of comprehensive emergency management. Fundamentally, MACS provide support, coordination, and assistance with policy-level decisions to the ICS structure managing an incident. MACS may be required on large or wide-scale incidents that require higher-level resource management or information management. The primary functions of MACS are to:

(1) Support incident management policies and priorities.

(2) Facilitate logistics support and resource tracking.

(3) Make resource allocation decisions based on incident management priorities.

(4) Coordinate incident-related information.

(5) Coordinate interagency and intergovernmental issues regarding incident management policies, priorities, and strategies.

Additionally, MACS include emergency operations centers, such as the Hanock County Emergency Operations Center and the State Emergency Operations Center (SEOC), and, in specific multi-jurisdictional or complex incidents, multi-agency coordination entities. Multi-agency coordination entities are responsible to:

(6) Ensure each involved agency is providing situation and resource status information.

(7) Acquire and allocate resources required by incident management personnel.

(8) Coordinate and identify future resource requirements.

(9) Coordinate and resolve policy issues.

(10) Providing strategic coordination.

e. Public Information/Interoperable Communications.

(1) Public Information. Public information consists of processes, procedures, and systems to communicate timely, accurate, and accessible information on the incident's cause, size, and current situation to the public, responders, and additional stakeholders. Public information must deliver coordinated, prompt, reliable, and actionable information to the whole community through the use of clear, consistent, accessible, and culturally and linguistically

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appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken and the assistance being made available, as appropriate.

The Hancock County Emergency Management Director shall Coordinate and approve all public information given out to the news agencies and public.

Translation of essential communications ensures the Hancock County Emergency Management Public Information Officers (PIOs) have the means for communicating risk and safety actions to nearly all citizens of Hancock County. This includes non-English speaking populations. Translation services are available commercially and identified by the Hancock County EMA. The Hancock County E-911 Dispatch System has a Translation Company on contract that can be used.

Interpretation for the deaf and hard of hearing is also of critical importance. The Hancock County EMA will contact a certified interpreter via request through State or local resources to participate in critical news conferences from the Hancock County EOC designated location. Essential news releases and information may also be interpreted and distributed with vendors specializing in translation into American Sign Language (ASL), posted, and distributed via the web.

(2) Interoperable Communications. NIMS stresses that the success of incident response and recovery operations depends on the availability and redundancy of critical communications systems to support connectivity to internal organizations, other departments or jurisdictions, and the public. Hancock County will strive to achieve interoperable communications. This includes testing their communications equipment bi-annually to assess the adequacy of supporting essential functions and communicating with first responders, emergency personnel, federal, tribal, state governments, other agencies, organizations, and the general public. The Mississippi Wireless Communications Commission (WCC) leads the statewide communications 700-megahertz (MHz) communications project funded by several federal agencies (i.e., the Federal Communications Commission (FCC) and FEMA). This system was developed to ensure interoperability between federal, state, tribal, and local levels of government. The Hancock County E-911 Commission is on the State's MSWIN System.

Hancock County has in place a communications system with 800 MHz radio communications with high band/low band capability, which allows for local and other area response teams to communicate with the Hancock County Emergency Management Agency, surrounding counties and the state. Hancock County is on the MSWIN State System. Satellite communications with the state is also in use in Hancock County. The Hancock County EOC has a dedicated amateur radio station WQRZ 103.5 FM and an

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active Amateur Radio Civil Emergency Services Program, the Hancock County Amateur Radio Association.

Hancock County utilizes traditional communications systems and modern technologies such as WebEOC (a computer-based emergency management program), internet, and high frequency (HF) radios tasked in this plan to enhance the county's capability in communications and automated data systems.

Internal and external communications equipment is essential to support disaster recovery efforts. Each is needed to disseminate instructions and operational guidance. Internal communications equipment may utilize existing telephone systems, e-mail, satellite radio, facsimile machines, HF radio, or messengers (in extreme situations). External communications use many of the same methods. However, in a major disaster, existing communications may require augmentation to handle the increased traffic volume.

(3) Local, State, Tribal, and Federal Relationships. The CEMP addresses the full spectrum of emergency management activities related to incident management for response and recovery, consistent with state law. The MS Code Ann. § 33-15-1(1972) is the legal guidance for all emergency management operations. It addresses legal issues related to preparedness, response, or recovery actions. MS Code Ann. § 33-15-21(1972) addresses the liability protection available to responders.

(a) Local. The initial responsibility for the first level of response, emergency actions, direction, control, and coordination rests with the Hancock County Emergency Management Agency, Hancock County Board of Supervisors, Mayors of Bay St. Louis, Waveland and Diamondhead.

The Hancock County Emergency Management Director is recognized as the legal authority for requesting all state and federal assistance as stated in Mississippi Emergency Management Law and the Mississippi Comprehensive Emergency Management Plan (CEMP 9/2015).

Local police, fire, emergency medical services (EMS), emergency management, public health, medical providers, public works, and other community agencies are often the first to be notified about a threat or hazard and respond to an incident. These entities work with individuals, families, and service providers for people with disabilities and others with access and functional needs to enhance their awareness of risk levels and specific threats, develop household emergency plans that include household pets and service animals, and prepare emergency supply kits. Information on preparing

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emergency supply kits can be found on the MEMA website at www.msema.org and www.ready.gov.

If an incident escalates and exceeds the capability of local resources and personnel, state resources may be made available through coordination with MEMA as requested by the Hancock County Emergency Management Agency. Local authorities should respond to the severity and magnitude of the incident by:

- Proclaiming a "Local Emergency" [MS Code Ann. § 33-15-17 (d)(1972)].
- Fully employing their resources [MS Code Ann. § 33-15-49(1972)].
- Designating capable personnel to make requests to MEMA for additional resources, if necessary [MS Code Ann. § 33-15-17(a) (1972)].

The Hancock County Emergency Management Agency and the Hancock County Board of Supervisors, the Cities of Bay St. Louis, Waveland and Diamondhead will implement Mutual Aid Agreements (MAAs) with each other, as well as with neighboring jurisdictions, local organizations or chapters of volunteer organizations, private industry or others, as appropriate.

Each municipality within the county must coordinate state and federal emergency response assistance requests through the county emergency management agency.

Assistance from higher levels of government is obtained by requests from the head of the affected local government (ie; Board of Supervisors through the Hancock County EMA Director) thru the Mississippi Emergency Management Agency (MEMA). The Hancock County Emergency Management Director is recognized as the legal authority for requesting all State and Federal assistance as stated in Mississippi Emergency Management Law and the Mississippi Comprehensive Emergency Management Plan for Hancock County.

Local government officials shall take formal action to proclaim the existence of a local emergency [MS Code Ann. § 33-15-17(d) (1972] and record the activity in the minutes of the board or council meeting.

Requests for assistance from a local government will, at a minimum, contain the following:

The specific cause(s) of the emergency or disaster.

- The effective date (beginning of the incident).

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- The anticipated date the emergency will expire. (By law, an emergency action automatically ends 30 days from the date of enactment unless it is extended by the official action of the governing body).

- Special provisions that are deemed necessary to cope with the situation. These include but are not limited to: suspension of selected routine public services, reallocation of scarce resources such as fuel, energy, food, and water supplies, reassignment of manpower; movement, combination, or relocation of government offices; activation of shelters, imposition of curfews and provision for emergency purchasing authority.

According to state reporting requirements, local government officials must submit minimum prescribed reports to MEMA through the Civil Defense/Emergency Management (CD/EM) Director or designee. These reports, which are available via WebEOC or Crisis Track, are updated periodically and include the following:

- Initial Disaster Report (MEMA DR-1) - Due within 4 hours of the incident.

- Situation Report (MEMA DR-2) - Due within 24 hours of the incident and every 24 hours thereafter until the reporting process for that incident is finished.

- Proclamation of Local Emergency (MEMA DR-3) – Due within 24 hours and renewed every 30 days, as needed.

If state assistance is requested, a resolution requesting the Governor to proclaim a state of emergency (MEMA DR-4). If local governments request state or federal assistance, local officials are required to submit, through the local emergency management director to MEMA, as agent for the Governor, the above reports and the following assessments:

- Completed Preliminary Damage Assessments (PDA)

- Report of obligations and expenditures

All requests for resources and assistance from local governments must be documented. MEMA designates WebEOC as the primary tool for documenting all requests (if the electronic connectivity is available). Requests may be made by e-mail, telephone, or field copy to the SEOC should WebEOC connectivity not be functional.

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(b) At-Risk Populations and those with Access and Functional Needs. Hancock County adheres to Mississippi's recognition throughout all mission areas and phases of emergency management that local, state, tribal, and federal governments must consider the whole community's needs. Mississippi adheres to FEMA: IV. "Non-Discrimination Principles of the Law" require equal access for and prohibit discrimination against people with disabilities in all aspects of emergency planning, response, and recovery. There will be no discrimination on the grounds of race, color, religion, nationality, sex, age, handicap, language, or economic status in the execution of disaster preparedness or disaster relief and assistance functions. This policy applies equally to all levels of government, contractors, and labor unions. During an emergency, consumer complaints on alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

Specific members of the population of special interest are:

(c) People with Access and Functional Needs. According to the latest American Community Survey, approximately 10.5 percent of the county's population have disabilities.

Populations with access and functional needs may include those members of the community who:

- Have mobility or physical impairments.
- Vision impairments.
- Hearing impairments.
- Cognitive or learning impairments.
- Psychological disorders.
- Reside in an assisted living facility or institutional setting.
- Lack of access to accessible transportation.
- Are from diverse cultures.
- Have limited English proficiency or are non-English speaking.
- Are illiterate.

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- Are homeless.

These community members may have needs before, during, and after an incident in access and functional areas, including but not limited to maintaining independence, communication, transportation, supervision, and medical care.

When considering this population and others who are at risk, emergency management plans should allow for the following:

- **Communications and Public Information:** Emergency notification systems must ensure effective communication for deaf/hard of hearing, blind/low vision, deaf/blind, illiterate, and homeless.

- **Evacuation and Transportation:** Evacuation plans must incorporate disability and older adult transportation providers to move people with mobility impairments and those with limited access to accessible transportation.

- During State-declared catastrophic incidents, the Mississippi State Department of Health (MSDH) utilizes specialized vehicles such as ambulatory buses and wheelchair vans for affected populations with special medical needs. However, these vehicles can be used for persons with functional needs requirements. Additionally, the Mississippi Department of Transportation (MDOT) maintains a fleet of public transit vehicles used daily to transport the elderly and those who have transportation challenges. These vehicles will be called upon to augment ESF #6 requirements to ensure that affected persons with functional and special medical needs are provided.

- **Sheltering:** Care and shelter plans must address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters. See Hancock County Shelter Support Plan.

- The Hancock County Emergency Management Director will recommend to the Hancock County Board of Supervisors on when and what Shelters should be open. Hancock County has five (5) FEMA 361 shelters.
  - Kiln Shelter: 18320 Hwy 603 Kiln
  - Dedeaux Shelter: 1095 Road 350
  - Lee Town Shelter: 28290 Leetown Road
  - Necaise Shelter: 30360 Hwy 603
  - Flattop Shelter: 24075 Hwy 43

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- **Americans with Disabilities Act of 1990, As Amended**: When shelter facilities are activated, the state will work with local officials to ensure they accommodate the Americans with Disabilities Act (ADA). Refer to the ADA Checklist for Emergency Shelters, July 26, 2007, at: http://www.ada.gov/pcatoolkit/chap7shelterchk.htm.

- **Functional Needs Support Services Compliance:** Functional Needs Support Services (FNSS) are defined as services that enable individuals to maintain their independence in a general population shelter. All shelters must meet physical and programmatic accessibility requirements as defined by the ADA. An FNSS designation means that shelters provide a higher level of attendant care than general population shelters. Any facility designated as an approved shelter must meet minimum safety requirements. To ensure consistency with state and federal standards, guidelines, and best practices, all shelters must be American Red Cross (ARC) compliant. FNSS Compliance includes:

    - Reasonable modifications to policies, practices, and procedures.
    - Durable medical equipment.
    - Consumable medical supplies.
    - Personal assistance services.
    - Other goods and services as needed.

When local government becomes overwhelmed, MDHS will act in conjunction with the American Red Cross to meet victims' needs. For FNSS shelter guidance, refer to *Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters, November 2010*. https://www.fema.gov/pdf/about/odic/fnss_guidance.pdf

- **At-Risk Individuals**. Plans must include the at-risk population such as, but are not limited to: the homeless, transportation disadvantaged, those without communication systems such as telephones, and tourists who may not be in contact with traditional emergency service providers. These individuals may find it difficult to access and use resources to prepare for, respond to, and recover from disasters. State government and its political subdivisions must include provisions in their emergency response plans that address these individuals' specific needs during response recovery.

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- As the coordinating agency for ESF #6, the Hancock County ESF #6 Coordinator is responsible for coordinating additional services in FNSS shelters. Examples of these services include but are not limited to:

  - Bariatric beds and linens.
  - Procurement of health aids (i.e., eyeglasses, canes, oxygen tanks, etc.).
  - Language interpreters.
  - Communications aids (i.e., braille, hearing aids, etc.).
  - Additional information regarding FNSS in shelters can be found in ESF #6.

10. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

a. Organization.

Hancock County is organized into Two Levels of Government: County and Municipal. After the occurrence of emergencies or disasters, the Hancock County Board of Supervisors will assume additional Executive Emergency Powers of the Governor as provided under MS Code Ann. § 33-15-11(1972) and MS Code Ann. § 33-15-13(1972), otherwise cited as the *MS Emergency Management Act of 1995.*

b. Responsibilities.

The intent of the Hancock County CEMP includes, but is not limited to: reducing the vulnerability of the people and property of this county; preparing for the efficient evacuation and shelter of threatened or affected persons, to include: children, individuals with disabilities and others with access and functional needs, diverse communities, and people with limited English proficiency; preparing for the evacuation and shelter of threatened household pets and service animals; providing for the rapid and orderly provision of relief to persons; and coordinating activities relating to emergency prevention, protection, response, recovery, and mitigation among and between agencies and officials of this county, with similar agencies and officials of other local and state governments, interstate organizations, and with the private sector.

c. Local Government. It is the responsibility of the Hancock County Government through their elected officials to establish and provide for the necessary organizational structure that will alleviate human distress and return their community to normal as soon as possible after a major emergency or disaster. To accomplish these goals, it is imperative that effective planning be completed. Powers, rights, duties, functions, and privileges are exercised by the Hancock County Board of Supervisors, Mayors of Cities of Bay St. Louis, Waveland and Diamondhead.

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- *The Emergency Management Act of 1995* requires each county operating individually or jointly to establish and maintain a local emergency management organization. Local officials will appoint an Emergency Management Coordinator or official who will have direct responsibility for the organization, administration, and operation of a local organization for emergency management, subject to the direction and control of local officials.

- As stated in *Title 33, Chapter 15 Mississippi Code of 1972, Annotated,* each county will develop an emergency management plan and program coordinated and consistent with Mississippi's CEMP.

- Incident management activities shall be initiated and conducted by The Hancock County Emergency Management Director using the NIMS command and management principles. In accordance with NIMS requirements, the ICS will be used as the on-scene incident management system. These plans shall be revised and/or updated annually to reflect any local, state, or federal changes.

- The Hancock County Emergency Management Director will develop an emergency management plan and program that is coordinated and consistent with the State CEMP.

- Incident management activities shall be initiated and conducted by The Hancock County Emergency Management Director using the NIMS command and management principles. In accordance with NIMS requirements, the ICS will be used as the on-scene incident management system. These plans shall be revised and/or updated annually to reflect any local, state, or federal changes.

- Hancock County's CEMP will be updated and revised annually by the Hancock County Emergency Management Director. MEMA will schedule a two-year review and assist the counties in a rewrite every five years. (See § 33-15-14 of the MS Emergency Management Law Preparation and maintenance of state comprehensive emergency management plan.)

- This plan should be tested and exercised annually to ensure they are adequate and represent the current level of local capability to respond to and recover from a disaster or emergency. These plans must be compatible with the State's CEMP and provide guidance and operating procedures to apply for supplemental state and federal assistance after local resources are committed or exhausted. **(**See § 33-15-14 of the MS Emergency Management Law Preparation and maintenance of state comprehensive emergency management plan.)

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- According to their capabilities, agencies of local governments may be assigned responsibilities and specific tasks by the local governing body. They are responsible for initial response and relief efforts and advising government officials when assistance is needed.

- Agencies of this local government are assigned responsibilities and specific tasks by the local governing body in coordination with the Hancock County Emergency Management Director, according to their capabilities. They are responsible for initial response and relief efforts and for advising their government officials when assistance is needed.

- The President of the Board of Supervisors is the primary official responsible for the action of the county government. The Mayor is the Chief Executive Officer accountable for the actions of the municipal government. County and city governing authorities are authorized to. The Hancock County Emergency Management Agency Director is responsible for the Coordination of all Disasters that impact Hancock County and is responsible for the following.

  a) Assign and make available employees, property, and equipment for emergency operations.

  b) Establish local EOC and secondary control centers to serve as emergency command posts.

  c) If warranted, prepare and have the Hancock County Board of Supervisors, the Mayors of the Cities of Bay St. Louis, Waveland and Diamondhead proclaim a local emergency to exist upon the occurrence or imminent threat of a natural disaster.

  d) Activate local plans and appropriate MAAs.

  e) Prepare and submit requests for state assistance through the counties.

  f) Accept services, equipment, supplies, or funds by gifts, grants, or loans from the State or Federal government or any person, firm, or corporation.

  g) Organize and staff emergency preparedness entities to coordinate and manage disaster response and recovery.

  h) Coordinate the emergency response effort within Hancock County incliding the Cites of Bay St. Louis, Waveland and Diamondhead.

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i) Provide regular situational updates to MEMA.

j) Direct local evacuations, coordinate shelter activation, and request outside assistance when necessary.

k) Activate MAAs or SMAC with neighboring counties and among municipalities within the county.

l) Proclaim a local state of emergency and formally request state assistance.

m) Designate local PIOs for coordination with the Joint Information Center (JIC).

n) Document all requests for resources and assistance using WebEOC (if the electronic connectivity is available during and following the incident).

o) Protective actions, such as evacuation and re-entry, are local in scope. In such cases, county officials coordinate and administer emergency preparation and response activities for an area, using local resources in accordance with county policies and plans.

- The Hancock County Emergency Management Director and elected officials are responsible for all policy-level decisions in disaster situations. (In the absence of an appointed Emergency Management Director, responsibility for this function will revert to the Deputy Director or County appointee.)

- COOP/COG actions at local levels will be initiated and implemented in close collaboration with MEMA. It is the responsibility of every local government to develop a functional COOP/COG plan.

(2) Local Continuity of Government. Mississippi statutes and constitution provide operative guides for changes to the seats of state and local governments. This includes a succession of the Hancock County Board of Supervisors and emergency powers of the local government during a disaster or emergency.

Formally defined lines of succession are of primary importance to protecting and preserving constitutional government. Interim successors are authorized to exercise all the powers and discharge all the duties of their office during an emergency in which they become the successor. A minimum of three successors is recommended for each branch.

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(a) Hancock County

- President of the Board of Supervisors
- Vice President
- Board Members in order of Seniority
- County Administrator

(b) City of Bay St. Louis, Waveland and Diamondhead

- Mayor
- Vice-Mayor
- Board of Alderman/Councilman

(c) Hancock County Emergency Management Agency

- Emergency Management Director
- Emergency Management Deputy Director
- Emergency Management Operations Officer

To ensure rapid response to any emergency or disaster requiring Continuity of Operations (COOP) implementation, pre-delegated authorities for making policy determinations and decisions are given to the Hancock County Emergency Management Director or appointee.

(3) Local Continuity of Operations. Section § 17-7-1 of the Mississippi Code, "Removal of sites of government in emergency resulting from natural disaster, enemy attacks, etc.," provides for relocation of the center of State government in an emergency.

Whenever, due to an emergency resulting from a natural disaster, the effects of enemy attack, or the anticipated effects of a threatened enemy attack, it becomes imprudent, inexpedient or impossible to conduct the affairs of municipal and county governments or any subdivisions thereof at the regular or usual place or places thereof, the governing body of each political subdivision of this state may meet at any place within or without the territorial limits of such political subdivision on the call of the presiding officer or any two (2) members of such

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governing body, and shall proceed to establish and designate by ordinance, resolution or other manner, alternate or substitute sites or places as the emergency temporary location, or locations, of government where all, or any part, of the public business may be transacted and conducted during the emergency situation. Such sites or places may be within or without the territorial limits of such political subdivision and may be within or without this state.

The Hancock County EMA Director and the Hancock County Board of Supervisors are responsible for all policy-level decisions in disaster situations. In the absence of an appointed Emergency Management Director, responsibility for this function will revert to the EMA Deputy Director.

Continuity of Operations Plan (COOP) actions at the county level will be initiated and implemented by the Hancock County Emergency Management Director in close collaboration with the Hancock County Board of Supervisors. Hancock County Emergency Management Agency retains copies of coordinating county agency continuity plans. All COOPs are found under separate covers. It shall be the responsibility of this agency to annually review, biannually revise, and conduct a rewrite every fifth year.

(4) State Government.

(a) The Governor is responsible for declaring that a state of emergency exists and, at such time, directs all available state and local resources, as reasonably necessary, to cope with the disaster utilizing NIMS/ICS doctrine. This includes the designation of an "Emergency Impact Area," transfer and direction of personnel or functions of state agencies or units to perform or facilitate disaster services, and designation of a state-level Incident Commander (IC) as needed.

(b) The State of Mississippi is responsible for assisting any political subdivision within the state that requests emergency or disaster assistance. The MEMA Executive Director shall coordinate and cooperate with the President and other federal officials as well as review and execute intrastate and interstate MAAs and compacts (EMAC/SMAC).

(c) During a declared emergency period, the state may take any action authorized under the provisions of the law without regard to a particular order, rule, or regulation of a state agency if such action is necessary to protect the safety and welfare of the inhabitants of this state.

(c) Protection, prevention, response, and recovery efforts for all threats or acts of terrorism within the state, regardless of whether they are deemed credible and/or whether they escalate to a higher level, are coordinated with the Mississippi Department of Public Safety (DPS) and Mississippi Office of Homeland Security (MOHS) as referenced in the Terrorism Incident Annex of the Mississippi CEMP.

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(5) Mississippi Emergency Management Agency

(a) MEMA, with its Executive Director and staff, is authorized by MS Code Ann. § 33 15-7(1972). MEMA has responsibility for the coordination of all state emergency management activities.

(b) MEMA operates as the 24-hour state warning point. (Refer to ESF #2 – Communications and the MEMA Communications Standard Operating Guidelines (SOG) for additional information).

(c) In the event an emergency or disaster situation develops within the state, the MEMA Executive Director shall activate the SEOC, which will be staffed at the appropriate level throughout the event.

(d) MEMA will coordinate resources in the field.

(e) MEMA can serve as a liaison between local government and other State agencies.

(6) Federal. When an incident occurs that exceeds or is anticipated to exceed state, tribal, or local resources, as outlined in the NRF, the federal government will provide resources and capabilities to support the state response.

(7) Private Sector and Non-Governmental Organizations. The private sector and NGOs contribute to response efforts through engaged partnerships with each level of government. The protection of critical infrastructure and the ability to rapidly restore normal commercial activities can mitigate the impact of an incident, improve the quality of life of individuals, and accelerate the pace of recovery for communities and the nation. NGOs provide shelter, emergency food supplies, and other vital support services.

(a) Personal Preparedness. The residents of Hancock County are the primary beneficiaries of the county's emergency management system. At the same time, residents play an essential role in emergency management by ensuring they and their families are prepared for disasters.

Before an emergency, residents can assist the emergency management effort by taking first aid training, maintaining supplies, and being prepared to evacuate or shelter in place for several days. Many residents join disaster volunteer programs and remain ready to volunteer or support emergency response and recovery efforts. During an emergency, residents should monitor emergency communications and carefully follow directions from authorities. By being prepared, residents can better serve their families and community and reduce first responders' demands.

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Many local government agencies, particularly county emergency services offices, have individual, family, and community preparedness initiatives. In conjunction with MEMA, Hancock County promotes individual and community preparedness at the state level and offers information for preparing for various disasters. Information can be found online at www.msema.org.

(b) Public-Private Partnerships. The private sector provides valuable assistance and resources to support emergency response and recovery activities. Hancock County EMA is currently working to secure agreements between local agencies, non-profit, and private sector resources that can be called upon during an emergency to support coordination and response between the government and the private sector.

Much of the private sector includes businesses. The portion of the county's critical infrastructure is owned or maintained by businesses and must be protected during a response to ensure a quick and complete recovery from an emergency. These same businesses provide valuable resources before, during, and after an emergency and play a critical role in meeting the needs of those impacted. Businesses are encouraged to develop a comprehensive business emergency plan to assist the business and the community protect vital resources.

(c)Voluntary Organizations. The Hancock County Emergency Management Agency, the Hancock County Board of Supervisors, Cities of Bay St. Louis, Waveland and Diamondhead recognizes the value and importance of organizations which perform voluntary services in the community. When a disaster threatens or strikes, these organizations are often among the first on the scene. They have resources that augment emergency response and recovery efforts. Many are trained in various areas of emergency management. Services which they provide most often address basic human needs which enable affected individuals to resume normal daily activities. These services include, but are not limited to: shelter, food, clothing, spiritual support, health, and mental health services. All Volunteer Groups shall work with and through the Hancock County Emergency Operations Center when any type of disaster or catastrophic event occurs. If any volunteer group refuses to work with and through the Hancock County Emergency Operations Center, they can and will be escorted from Hancock County.

(c) Direction, Control, And Coordination. The Hancock County Board of Supervisors is responsible for appointing a county Emergency Management Director.

The Hancock County EMA Director or his/her designee is responsible for coordinating the county's response to an incident in coordination with the Hancock County Board of Supervisors and the Mayors of Cities of Bay St. Louis, Waveland and Diamondhead. The Hancock County response concept has been developed to parallel ICS doctrine whenever possible. Responsibilities in incident management include the direct control and employment of resources, management of incident assets, operations, and delivery of county assistance through all phases of emergency response. Additional variations are built into the county processes to further refine and focus effort.

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As with NIMS doctrine, Hancock County supports the fundamental premise that all incidents start and end locally. Hancock County maintains constant vigilance for emergency management incidents within the county.

(1) Hancock County Emergency Operations Center (EOC)

(a) The Hancock County EOC is located at 18333 Hwy 603, Kiln Ms

Alternate EOC location is the Waveland Fire Department located at 427 Hwy 90, Waveland

a) Whenever the Hancock County EOC is activated at a Level III or higher, Hancock County staff is assigned the lead of ESF #2, ESF #5, ESF #9, ESF #14, and ESF #15 activities and to support other ESFs that have been activated. The staff in the EOC is comprised, as specified in the EOC's SOP, located under separate cover.

b) Whenever the Hancock County EOC is activated at a Level II or higher, Hancock County staff and City of Bay St. Louis, Waveland and Diamondhead are assigned work in the EOC. What positions they work shall be decided by the Hancock County Emergency Agency Director. The lead for any ESF Function or other EOC Positions shall be decided by the Hancock County Emergency Management Agency Director.

c) The Hancock County EMA will coordinate with all appropriate departments/agencies and organizations to ensure timely warning readiness in case of a man-made or natural disaster or emergency and will initiate actions to warn citizens by all means necessary.

d) The Hancock County EMA will prepare plans and procedures for activation of local warnings utilizing all available systems and networks. Personnel and facilities shall be trained and organized to provide warning capability on a 24-hour-a-day basis.

e) All Hancock County EMA employees are required to work all incidents as determined by the EMA Director as necessary to be activated for. All Hourly employees shall receive overtime for working any type of Declared Disaster. All Salaried Employees shall receive overtime for working any type of declared disaster if reimbursable by FEMA and/or the Board Approves it on their Board Minutes.

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f) Personnel from the county/city agencies/departments involved in the response will join the Hancock County staff in the EOC until emergency operations return to manageable levels. Personnel from county agencies, private volunteer agencies, and private nonprofit organizations are assigned to ESFs. The Hancock County Emergency Management Agency uses Volunteers to staff various positions in the EOC.

g) EOC Activation - Depending upon the severity and magnitude of the emergency, the Hancock County EOC may be activated by the Hancock County Emergency Management Director, either partially or fully to support the accomplishment of the activities needed, at the appropriate level described below:

h) Emergency Coordinating Officers (ECOs) from the local agencies/departments involved in the response will join the Hancock county staff in the EOC until emergency operations return to manageable levels. ECOs from local agencies, private volunteer agencies, and private nonprofit organizations are assigned to ESFs.

i) Depending upon the severity and magnitude of the emergency, the EOC may be activated either partially or fully to support the accomplishment of the activities needed at the appropriate level described below:

- Phase 1: Calling of all members of the EOC, Board of Supervisors, County Administrator, Bay St. Louis Mayor, Waveland Mayor, and Diamondhead Mayor and City Manager to put them on alert status and/or to advise them when they need to report.

- Phase II. Partial EOC activation (24 hour staffing), with a skeletal staff as determined by the EMA Director. This will include EMA Staff, select county employees, key department heads, key elected/appointed officials, key state liaisons, volunteers, and any other response/support teams as needed.

- Phase III. EOC will be fully activated and fully staffed with appropriate personnel, Emergency Support Functions., Emergency Management Staff, elected/appointed officials and volunteers.

- Phase IV. Normal day-to-day operational activities. Involves any incident that does not exceed the capabilities of this government or results in minimal requirements for state level assistance. Only those agencies or ESFs with normal day-to-day emergency service responsibilities or regulatory requirements for the

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incident will be notified by Hancock County EMA. Full EOC activation is not expected.

(2) Mobile or Forward Incident Command Posts. Mobile or Forward Incident Command Posts (ICPs) can be tactical command posts or multi-agency coordination centers. A mobile or forward incident command post can be utilized as a stand-alone incident command post or augment the EOC fixed base of operations.

(3) Recovery Operations. The Hancock County Emergency Management Director shall assist the State and Federal Officials in establishing local facilities in or in close proximity to the community or areas affected by the disaster where persons can meet face to face with Federal, State, Local and Volunteer Agencies.

(4) The President of the Board of Supervisors is responsible for the commitment of all County resources. The County EMA Director is responsible for coordinating all disaster recovery efforts between the municipalities and the County.

(5) The recovery process can be implemented in three locations: the EOC, the JFO, and the Disaster Recovery Center (DRCs). The latter two are field locations.

(6) The MEMA State Coordinating Officer (SCO) is responsible for committing all state resources and coordinating disaster recovery efforts between the federal, state, and local governments.

Short-term recovery goals should allow for:

(a) Identify essential records, vital systems, and operations.

(b) Establish priorities for reinstatement of systems and operations.

(c) Establish maximum acceptable downtime before reinstatement to an acceptable system and operational level.

(d) Identify minimum resources needed to recover business operations.

Long-term recovery goals should consider:

(a) Strategic planning to include budgeting for structural and non-structural repairs.

(b) Development and implementation of mitigation goals and activities.

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(c) Management and coordination of recovery activities.

(d) Management of fiscal operations and recovery funding.

(e) Management of volunteer, contractual, mutual aid, and agency resources.

11.Information Collection, Analysis, and Dissemination.

Information collection, analysis, and dissemination are essential to avoid or minimize loss of life and property. All incident information flow is routed to the incident command at the EOC. This is facilitated through the Hancock County E-911 Central Dispatch System that is located in the Hancock County emergency Operations Center and is the 24 hour Warning Point for Hancock County.

(1)WebEOC. WebEOC is a crucial incident management tool and a digital link between Hancock County emergency Management Agency and MEMA. WebEOC is a web-based information management system that provides a single access point for collecting and disseminating emergency or event-related information. WebEOC provides real-time data provided by the users and can be used during emergency planning, mitigation, response, and recovery phases.

(2)Mississippi Wireless Information Network. MSWIN serves Mississippi by providing reliable, redundant radio communications for our state's first responders. The MSWIN System consists of over 144 tower sites and a point-to-point microwave backhaul network. MSWIN is monitored 24 hours a day, 365 days per year, to ensure availability. MSWIN was designed with a simple, straightforward objective: Get the right information to the right people, in the right place, at the right time. With this objective in mind, the MSWIN system is a robust architecture with disaster recovery features that provide reliable communications under extreme conditions.

(3)Homeland Security Information Network Situation Rooms. Hancock County Emergency Management Agemcu has access to MEMA SITRooms. MEMA SITRooms are provided and sponsored by the Homeland Security Information Network (HSIN). The SITRooms are highly stable and safe platforms. The SITRooms are accessed online through Adobe Connect. MEMA develops the SITRooms to provide stakeholders with a virtual EOC platform during normal operations or incidents. The process provides for excellent situational awareness for both SEOC and non-SEOC participants. The SITRooms provide individual pods containing attendee lists, chat capability, current incident priorities, objectives, current operational schedule and meeting times (battle rhythm), downloadable documents and maps, useful links, and video capability.

In the event SITRooms are utilized by the SEOC for an incident, the SEOC will use one of the following URLs:

https://share.dhs.gov/msema (Daily SITRoom: Level IV Normal Operations)

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https://share.dhs.gov/mema-incident (General)

https://share.dhs.gov/mema-incident1 (Severe Weather/Flooding)

https://share.dhs.gov/mema-incident2 (Hurricane/Tropical Storms)

https://share.dhs.gov/mema-incident3 (Emergency/Radiological/Earthquake)

https://share.dhs.gov/mema-uas (Designated UAS SITRoom)

https://share.dhs.gov/mrp (Designated Radiological SITRoom - Restricted Access)

https://share.dhs.gov/jicroom (Designated JIC SITRoom)

https://share.dhs.gov/ms-emac (Designated EMAC SITRoom)

https://share.dhs.gov/msbeoc/ (Designated MSBEOC SITRoom)

11.Protective Measures

(a) Evacuation

- Evacuation is an action that is implemented by local government. It is an organized, phased, and supervised dispersal of residents and others from dangerous or potentially dangerous areas.

- Where lives are endangered, protective action recommendations are issued by the appropriate local government officials. County evacuation plans must be coordinated by county government and must be in accordance with state plans.

- Some disasters provide enough time for warning to allow for an orderly, well-planned evacuation. Other disasters do not allow for sufficient warning or preparation for evacuation.

- Evacuation plans must consider the movement of residents and others with mobility impairments and those with transportation disadvantages.

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- Shelters and mass feeding sites will be available for evacuees working in conjunction with local government and volunteer organizations. When shelter facilities are activated, the state will work with local officials to ensure they accommodate the provisions of the Americans with Disabilities Act (ADA). Care and shelter plans will address the access and functional needs of people with disabilities and older adults to allow for sheltering in general population shelters, which includes household pets and service animals.

- ESF #6 will coordinate all local efforts to provide sheltering and temporary housing, feeding, and other human needs following a catastrophic earthquake, hurricane, or other significant disaster requiring state mass care assistance. Specific types of shelters and shelter resource requirements are outlined in this ESF.

- Evacuation is an action that the Hancock County Emergency Management Agency in Coordination with the Hancock County Board of Supervisors and Mayors of the Cities of Bay St. Louis, Waveland and Diamonhead may implement when necessary. It is an organized, phased, and supervised dispersal of residents and others from dangerous or potentially dangerous areas.

- Evacuation and shelter instructions will be issued to the broadcast media through the Public Broadcasting System and the local radio station, WQRZ 103.5 FM.

- It is assumed that the public will both receive and understand official information related to evacuations. They will act in its own interest and evacuate dangerous areas when advised to do so by the Hancock County Emergency Management Agency.

- Evacuation Decision Process: The EMA Council which is made up of the President of the Board of supervisors, Mayors of Bay St. Louis, Waveland and Diamondhead Shall decide on all evacuations after getting the recommendation from the EMA Policy recommendation Group which is made up of the Emergency Managers from Hancock County, Cities of Bay St. Louis, Waveland, Diamondhead and the Hancock County Sheriff.

- Protective action recommendations are issued by the Hancock County Emergency Management Director. Hancock County evacuation plans are directed and coordinated by the Hancock County Emergency Management Director in Coordination with the Board of Supervisors and the Mayors of the Cities of Bay St. Louis, Waveland, and Diamondhead.

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- The Hancock County EMA has an agreement with the Hancock County School Superintendent to use their school buses for emergency evacuations of the citizens of Hancock County. The EMA office also has two vans to use for evacuations.

- If shelter facilities are activated according to the Hancock County Shelter Plan, the county will ensure ADA provisions are in place and are compliant with FNSS. Care and shelter plans will address the access and functional needs of people with disabilities and older adults to allow shelter in general population shelters, including household pets and service animals.

- Evacuation and shelter instructions will be issued to the broadcast media through local media outlets and social media platforms. Hurricane evacuation routes are marked with transportation route signs. These signs may contain radio frequencies for Mississippi Public Broadcasting (MPB) radio stations.

- The Hancock County Emergency Management Agency shall recognize three (3) types of Evacuations, Spontaneous, Voluntary and Mandatory.

  - Voluntary Evacuation Orders shall be done 72 to 48 hours prior to the storm affecting Hancock County. This will depend on the data and information received from the National Weather Slidell Office and National Hurricane Center.
  - Mandatory Evacuation Orders shall be done 48 to 36 hours prior to the storm affecting Hancock County. This will depend on the data and information received from the National Weather Slidell Office and National Hurricane Center.
  - Depending on the information received from the National Weather Service Slidell and the National Hurricane Center, Hancock County may request and issue Mandatory Evacuations First.

- Hancock County Emergency Mangement Agency will coordinate evacuation requirements with MEMA before, during, and following a disaster. This includes but is not limited to the timeliness of evacuation, initiating evacuation procedures, issuing joint public information statements, evacuating those with access and functional needs, and determining evacuation routes and shelter locations. Types of evacuations include:

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- Spontaneous Evacuation: Some residents or others in the threatened areas may observe an emergency incident or receive unofficial word of an actual or perceived threat and, without receiving instructions to do so, elect to evacuate the area. Their movement, means, and direction of travel is unorganized and unsupervised.

- Voluntary Evacuation: This is a warning to residents or others within a designated area that a threat to life and property exists or is likely to exist in the immediate future. Individuals issued this type of warning or orders are not required to evacuate; however, it would be to their advantage to do so.

- Mandatory or Directed Evacuation: This is a warning to residents or others within the designated area that an imminent threat to life and property exists and individuals must evacuate in accordance with the instructions of local officials.

- It will be the responsibility of the individual to make arrangements for transporting family and personal belongings whenever evacuation is performed. Persons who are physically or financially unable to carry out the recommendations of local governments should inform the appropriate authorities in order to take advantage of local operating procedures and plans for persons with special needs.

- The local EOC should be prepared to assist municipal governments, as requested, with resources to effectively and timely evacuate residents and others with special needs from harm's way. The following local agencies will support the evacuation process as outlined:

  - Hancock County Sheriff's Office: Shall Provide Law Enforcement Personnel for route patrol, security and escort of buses for mass evacuations. Shall advise the EOC on any issues they are occurring with evacuations. The Hancock County Sheriff's Office will work conjunction with the Mississippi Department of Public Safety, will utilize resources from all local and state agencies with law enforcement responsibilities to provide law enforcement personnel to assist with route patrol, security and escort of buses for mass evacuation (i.e. public transit buses).

  - Bay St. Louis Police Department: Shall provide Law Enforcement Personnel for route patrol, security and escort of buses for mass evacuations. Shall advise the EOC on any issues they are occurring with evacuations.

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- Waveland Police Department: Shall Provide Law Enforcement Personnel for route patrol, security and escort of buses for mass evacuations. Shall advise the EOC on any issues they are occurring with evacuations.

- Diamondhead Police Department: Shall Provide Law Enforcement Personnel for route patrol, security and escort of buses for mass evacuations. Shall advise the EOC on any issues they are occurring with evacuations.

- Hancock County Road Maintenance: Shall ensure county roads are clear for evacuations and put out barricades as needed to block areas off. The Hancock County Road Maintenance Department will work in conjunction with the Mississippi Department of Transportation to ensure routes are prepared in advance of the notification/warning for safe and efficient flow. Position message boards and resources to help facilitate warnings on routes and exchanges.

a. Bay St. Louis Public Works: Shall make sure City Roads are clear for evacuations and put out barricades as needed to block areas off.

b. Waveland Public works: Shall make sure City Roads are clear for evacuations and put out barricades as needed to block areas off.

c. Diamondhead Public Works: Shall make sure City Roads are clear for evacuations and put out barricades as needed to block areas off.

- Re-entry - Following a disaster, the Hancock County Emergency Management Agency Director in coordination with the Hancock County Board of Supervisors, Mayors of Bay St. Louis, Waveland, and Diamondhead Mayor and City Manager; the Hancock County Sheriff's office shall decide when it is safe for residents and others to return to their homes and businesses. Information will be broadcast to the public to facilitate and control the re-entry.

- Hancock County shall have three Evacuation Zones:

  - Evacuation Zone A: Includes all areas potentially flooded by a Tropical Storm, Category 1 or 2 Hurricane.
  - Evacuation Zone b: includes all areas in A and B Zones potentially flooded by a Category 3 Hurricane.
  - Evacuation Zone C: Includes all areas in A,B and C Zones potentially flooded by a Category 4 and 5 Hurricane.

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13. Sheltering.

- The Hancock County County Shelter Support Plan (published under another cover) provides an all-hazards framework for coordinating the Hancock County sheltering procedures during major and catastrophic disaster operations. The Hancock County Emergency Maagement Agency Director in coordination with the Hancock County Board of Supervisors and the county's ESF #6 coordinator are responsible for coordinating shelter support within the county. Under the Emergency Management Law, MS Code Ann. § 33-15-17 (1972), local governments have the authority to direct municipalities and counties to assist in staffing emergency shelters. Once local government and local voluntary agencies have exceeded local assets, assistance can be requested from the SEOC by the local EOC/EMA. MDHS has a coordinating responsibility to provide shelters with the assistance of primary, support, and other non-governmental agencies. Local, tribal, and state governments are responsible for the welfare of those who reside in their jurisdictions. The state designates one or more official(s) to coordinate with federal ESF #6 during incidents requiring a coordinated Federal response.

- At the local level, government agencies, NGOs, and the private sector coordinate ESF #6 activities to meet the immediate needs of disaster survivors. When the impact of the incident exceeds local resources, the state may provide additional support. Local, tribal, and state governments have obligations under civil rights laws to ensure equal opportunity for individuals with disabilities and others with access and functional needs when providing mass care services.

- **Non-Congregate Shelters**. Hancock County Emergency Management Agency will undertake a targeted approach to identifying those populations that should be referred to a Non-Congregate Sheltering (NCS) site. The following criteria will be used to determine eligibility for NCS during a mandatory evacuation:

- An evacuee or a household member recently tested positive (within a prescribed time and can provide documentation) for a qualifying issue (such as COVID-19) and does not require hospitalization but must be quarantined.

- An evacuee or a member of the household having recently been exposed (within a prescribed amount of time and can provide documentation that the evacuee is awaiting molecular test results, not to be confused with the rapid antigen test) to a qualifying issue (such as COVID-19) but should be quarantined.

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- Older adults and people of any age who have serious underlying medical conditions like heart or lung disease or diabetes, per the latest FEMA and Centers for Disease Control (CDC) guidelines.

- **Access and Functional Needs Sheltering**. The ADA of 1990, the Fair Housing Act (FHA) of 1968, and civil rights requirements are not waived in disaster situations. Local Emergency Managers and shelter planners are responsible for ensuring that sheltering services and facilities are accessible. Most individuals with access and functional needs can be accommodated in a general population shelter with support.

- FNSS can be incorporated into existing shelter plans and resources. Examples of support services include durable medical equipment (DME), consumable medical supplies (CMS), and personal assistance services (PAS). Individuals requiring FNSS may have physical, sensory, mental health, and cognitive and/or intellectual disabilities affecting their ability to function independently without assistance. Others who may benefit from FNSS include women in the late stages of pregnancy, seniors, and people whose body mass requires special equipment.

- **State Medical Needs Shelter (SMNS) Request**. Contingent upon the severity of the incident, the county may request through MEMA to move affected persons to the SMNS. Transportation to the shelter can be arranged through MEMA on a case-by-case basis. However, counties should have a plan to transport the medically fragile without the assistance of the state. If the SMNS is not available, Hancock County is responsible for providing for these individuals to ensure those who have access and functional needs that cannot be met in a general population shelter are adequately cared for during an event. The shelter is located in Stone County, with a capacity of 150 individuals, including one qualified caregiver per individual. The shelter is self-sufficient for up to 36 hours with a backup power source, sewer and water connections, and telehealth capabilities with a direct line of communication established with the University of Mississippi Medical Center (UMMC) in Jackson.

- **Sheltering Pets and Service Animals**. ESF #11 is responsible for coordinating household pets and animal shelter resource support. A person who uses a service animal must be allowed to bring their service animal into a general population or special needs shelter and has the right to be accompanied by a service animal in all areas of public accommodation. In developing these strategies, the county considers the following:

- Locate pet-friendly shelters within buildings with restrooms, running water, and proper lighting.

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- Allow pet owners to interact with their animals and care for them.
- Ensure animals are properly cared for during the emergency.

14. Communications.

A. **Hancock County operates a 24-hour emergency communication center located at the Hancock County EOC, 18333 HWY 603 Kiln, MS 39556. This serves as the single point to receive and disseminate information and warnings to governmental officials at all levels that a hazardous situation could threaten the general welfare, health, safety, and/or property of the county's population.**

B. **Specialized Warning Point Communications Capabilities.** Specialized warning point communication capabilities include:

- **EOC Telephone System**
- **Satellite phones**
- **Cellular (Smart) Phones**
- **Warning point radios**
- **National Alert Warning System (NAWAS)**
- **Emergency Alert System (EAS)**
- **Web EOC®.**
- **INFORM/Operational Hotline (Grand Gulf Nuclear Station and River Bend Station incidents only)**

C. **Information Flow**. At the Hancock County EOC, disaster and non-disaster information will flow internally among various sources. Information received is disseminated and acted upon in accordance with the Communications SOG and ESF #2 guidance.

D. **Communications within a disaster**. Communications within the disaster area require re-establishment or augmentation to communicate between local and state disaster officials.

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E. **Other Communications Augmentation Capabilities**.

- Virtual-public activities, industry, commercial firms, and amateur radio operators can augment established communications systems.

F. Communications Maintenance.

- Agreements and contracts will be made to ensure equipment and system maintenance on a 24-hour-a-day basis. Alternate warning systems will be maintained and tested for use in the event that the existing primary system is damaged and rendered inoperable. Maintenance and testing of all warning equipment is the responsibility of the Hancock County Emergency Operations Center.

G. **Back-Up Communications Centers**.

- **Hancock County has the following backup communications center on standby in case of communications being lost in the EOC:**
  - **American Medical Response Dispatch Center**
  - **Hancock County Sheriff's Office Dispatch Center**
  - **Waveland Police Department Dispatch Center**

15. Alert, Notification, and Warning.

Alert, notification, and warning will deliver coordinated, prompt, reliable, and actionable information to the whole community through clear, consistent, accessible, and culturally and linguistically appropriate methods to effectively relay information regarding any threat or hazard, as well as the actions being taken, and the assistance being made available, as appropriate.

1. **Alert**: Involves procedures within an organization for advising key personnel and emergency operational staff of situations that may require future actions.

   - The Hancock County Emergency Management Agency will maintain call lists and procedures for alerting officials within the organization of potential or actual situations in which assistance may be required. The call lists shall be reviewed and updated biannually.

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2. **Notification**.

- Notification procedures are contained in the Hancock County Hurricane SOG. The call list shall be reviewed and updated biannually and submitted to the Hancock County Emergency Management Director for approval.

- Emergency notification systems must be accessible to ensure effective communication for people who are deaf/hard of hearing, blind/low vision, or deaf/blind.

3. **Warning**.

- Involves forecasting or predicting natural, technological, or man-made phenomena that could result in loss of life, hardship, and suffering, or extensive property damage.

- Natural hazards, such as floods, hurricanes, tornadoes, severe storms, and winter storms, usually allow more timely warning. But some natural, technological, and man-made hazards strike with little or no warning. These include earthquakes, accidents at fixed nuclear facilities, hazardous materials incidents, transportation accidents, enemy attack, and terrorism.

- Local authorities disseminate warnings of potential or actual disasters to the general public.

- The Hancock County EMA will coordinate with all appropriate departments/agencies and organizations to ensure timely warning readiness in case of a man-made or natural disaster or emergency and will initiate actions to warn citizens by all means necessary.

- The Hancock County EMA will prepare plans and procedures for activation of local warnings utilizing all available systems and networks. Personnel and facilities shall be trained and organized to provide warning capability on a 24-hour-a-day basis.

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16. Administration, Finance, and Logistics.

a) The Hancock County EMA Director, Deputy Director(s), and Administrative personnel are responsible for providing administrative, financial, and logistical support to the county EOC and its staff. Support includes, but is not limited to, supplying secretarial assistance and office equipment and supplies, arranging for feeding and sleeping, and providing other support as may be required to ensure a continuing long-term response and recovery operation.

b) <u>Administration</u>

- The Hancock County Board of Supervisors, Mayors of Bay St. Louis, Waveland and Diamondhead will appoint and/or have a person already in place person to oversee the Finance and the writing of all PW's for all disasters in Hancock County.

- Each Governmental entity is responsible for keeping their own records and having them readily available for FEMA and MEMA.

- Heads of state agencies are responsible for submission of reports involving their agencies response to an incident to the SEOC.

- Standard, approved, and accepted records of expenditures and obligations in emergency operations must be maintained by all local and State government entities employing their own bookkeeping procedures.

- All local and State government entities must meet all applicable local, state, federal, and special audit requirements.

- To supplement written records, local and State government entities are encouraged to maintain narrative and log type records of response actions as well as photographs and videos of "untouched damage".

- MEMA will request reports from private relief agencies and other non-governmental organizations, when deemed necessary.

- Responsibility of submitting local government reports to the SEOC rests with the local chief executive through the local Emergency Management Director who may delegate this function to the local government administrative or operations group.

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- Each agency or department is responsible for maintaining and recording documents affecting the organization and legal administration of emergency management functions. It is further the responsibility of county officials to ensure all records are secure and protected from damage or destruction at all times.

- Local emergency operations plans must include provisions for protecting and preserving all legal documents of both a public and private nature in accordance with applicable state and local laws. This responsibility lies with County Chancery Clerk's offices and all other city and/ or town clerks as applicable.

(C) Finance.

- It is imperative that all jurisdictions or agencies receiving state or federal funding maintain adequate records, documentation, and accounting procedures due to the fact that all Public Assistance funding provided is subject to both state and federal audits.

(D) Logistics.

- The Hancock County Emergency Management Agency is responsible for planning, coordinating, and managing the resource support needed in ESF #7. Equipment, supplies, and personnel will first be addressed through existing support agencies' resources and local sources outside the impacted area. Additional support will be obtained through commercial sources. Resources outside disaster areas will be directed to fulfill unmet needs of local governments. Resources potentially could include staff, emergency relief supplies, shelters, office space, office equipment, office supplies, telecommunications support, space for warehousing, mobilization center (MC), staging area (SA), and contracting services required to support immediate response activities. Resources are managed through Hancock County Emergency Management Deputy Director using Web-EOC® software maintained by MEMA.

- All resource acquisition, deployment, and management will be coordinated to obtain the maximum benefit possible in accordance with ESF #7.

- MAAs and Memoranda Of Understanding (MOU) are essential components of emergency management planning, response, and recovery activities. These agreements provide reciprocal emergency aid and assistance during an emergency or disaster. They can increase available resources and improve response and recovery efforts. These agreements may occur intrastate or interstate.

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(E)Mutual Aid Agreements – Intrastate.

- As amended, MS Code Ann. § 33-15-19 (a) (1972) authorizes the state and its political subdivisions to develop and enter into MAAs for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted.

- The Statewide Mutual Aid Compact (SMAC) began in 1995 by MEMA to provide more effective use of resources in times of disaster. It provides a way for municipalities and counties to request and receive help from each other when local resources are exhausted. Most counties already have some MAA with their neighboring counties to assist with emergencies. However, these local agreements may not be sufficient when a disaster strikes a large area. Neighboring jurisdictions may all need assistance. The SMAC provides a mechanism for aid from different parts of the state. It addresses the issues of liability, compensation, direction, and control uniformly. SMAC allows compact members to have an MAA with both the state and other compact members.

- When a participating government either becomes affected by or is under imminent threat of a major disaster, it may request emergency-related MAA either by:

  - Proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I Identification of Need (Form REQ-A) to the participating agency or

  - Orally communicating a request for mutual aid assistance to the participating government or MEMA, followed as soon as practicable by written confirmation of said request.

- Mutual aid can be requested only when resources available within the stricken area are deemed inadequate. Municipalities must coordinate state or federal assistance requests with their county emergency management agencies.

To provide the most effective mutual aid possible, the SMAC also intends to foster communications between the personnel of participating governments through visits, a compilation of asset inventories, exchange of information, and development of plans and procedures.

12. PLAN DEVELOPMENT AND MAINTENANCE. Hancock County Emergency Management Agency is responsible for maintaining a comprehensive countywide program of emergency management. The agency is responsible for coordination with the state and federal government's efforts, other departments and agencies of local county and municipal governments

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and school boards, and non-profit organizations and private agencies that have a role in emergency management.

a. Plan Development. The process for developing the 2023 version of this document was managed by Hancock County emergency Management Agency, as stipulated by law and based on the existing State of Mississippi CEMP. Updates reflect state and federal requirements and other pertinent federal guidance on emergency operations planning, particularly homeland security issues.

This plan was developed based on state and federal guidance provided through NIMS, NRF, CPG-101, Version 2.0, the Integrated Preparedness Planning process, Presidential Policy Directive – 8 (PPD/8), the Homeland Security National Preparedness Goal, The Stafford Act, and the Post-Katrina Emergency Management Reform Act (PKEMRA).

As directed by the NRF, the plan is based on six essential activities for responding to an incident: plan, organize/equip, train, exercise, and evaluate /improve.

b. Plan Maintenance. This plan will be continuously reviewed and exercised on an annual basis to evaluate the ability of the county and its municipalities to respond to incidents and support its citizens. Exercises will be coordinated with county agencies and the State government. Directors of primary county agencies are responsible for maintaining SOGs, SOPs, checklists, internal plans, and resource data to ensure a prompt and effective response to a disaster in support of this plan. For training purposes and exercises, the Hancock County EMA Director may activate this plan as deemed necessary to ensure a high level of operational readiness.

Hancock County Emergency Management Agency will review this plan on an annual basis. The review will include testing, reviewing, and updating the document and its procedures. This plan will be updated periodically as required to incorporate new state directives and procedural changes based on lessons learned from exercises and actual incidents. A re-write of this plan will be completed every five (5) years according to MS Emergency Management Law, 1972.

Hancock County emergency Management Agency coordinates updates, modifications, and changes to the ESF annexes, appendices, SOGs, and SOPs. Such recommendations should be forwarded to MEMA through official correspondence or initiated at the periodic CEMP review. Heads of County departments with ESF coordinator responsibilities will periodically provide information regarding changes with available resources, personnel, and operating procedures.

All stakeholders will be responsible for the development and maintenance of their respective segments of the plan.

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BASE PLAN APPENDICES.

Appendix 1 - Acronyms and Abbreviations
Appendix 2 - Glossary

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Base Plan Appendix 1 (Acronyms and Abbreviations)

General Acronyms and Abbreviations. This appendix contains commonly used emergency management acronyms and abbreviations found in the CEMP and associated appendices and annexes.

AAR/IP	After Action Review/Improvement Plan
AC	Area Coordinator (MEMA)
ADA	Americans With Disabilities Act
AR	Authorized Representative
ARC	American Red Cross
ArcGIS	Aeronautical Reconnaissance Coverage Geographic Information System
ASL	American Sign Language
AVMT	Asset Visibility Management Team
A-Team	EMAC Advance Team
C2	Command and Control
CBRNE	Chemical, Biological, Radiological, Nuclear, or Explosive
CDC	Centers for Disease Control
CD/EM	Civil Defense/Emergency Management
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
COG	Continuity of Government
CONOP	Concept of Operation
COOP	Continuity of Operations Plan
CP	Command Post
CPG	Comprehensive Preparedness Guide
CPT	Cyber Protection Team
CSA	Cybersecurity Advisor
C&GS	Command and General Staff
DC	Designated Contact
DHS	US Department of Homeland Security
DOA	US Department of Agriculture
DOD	US Department of Defense
DOE	US Department of Energy
DOM	Mississippi Department of Medicaid
DOT	US Department of Transportation
DR	Disaster Reports
DR	Disaster Reservist
DRC	Disaster Recovery Center

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DUA	Disaster Unemployment Assistance
EAS	Emergency Alert System
ECO	Emergency Coordinating Officer
EEI	Essential Elements of Information
EMA	Emergency Management Agency
EMAC	Emergency Management Assistance Compact
EMS	Emergency Medical Services
EO	Executive Order
EOC	Emergency Operations Center
EPA	US Environmental Protection Agency
ERC	Emergency Response Coordinator
ESF	Emergency Support Function
ESF #1	Transportation
ESF #2	Communications
ESF #3	Public Works and Engineering
ESF #4	Firefighting
ESF #5	Emergency Management (Information and Planning)
ESF #6	Mass Care, Emergency Assistance, Temporary Housing, and Human Services
ESF #7	Logistics
ESF #8	Public Health and Medical Services
ESF #9	Search and Rescue
ESF #10	Oil and Hazardous Materials Response
ESF #11	Agriculture and Natural Resources
ESF #12	Energy
ESF #13	Public Safety and Security
ESF #14	Cross-Sector Business and Infrastructure
ESF #15	External Affairs
ESF #16	Military Support to Civil Authorities
FAA	Federal Aviation Administration
FCC	US Federal Communications Commission
FDA	US Food and Drug Administration
FEMA	Federal Emergency Management Agency
FHA	Fair Housing Act
FNF	Fixed Nuclear Facility
FNS	Food and Nutrition Service
FNSS	Functional Needs Support Services
FSC	Finance and Administration Section Chief
FSE	Full-scale Exercise
GAR	Governor's Authorized Representative

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GGNS	Grand Gulf Nuclear Station
GIS	Geographic Information Systems
GSA	US General Services Administration
HAZMAT	Hazardous Materials
HF	High Frequency
HIPAA	Health Insurance Portability and Accountability Act
HQ	Headquarters
HSIN	Homeland Security Information Network
HSPD-5	Homeland Security Presidential Directive-5
IA	Individual Assistance
IAP	Incident Action Plan
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IHL	Mississippi Institutions of Higher Learning
IMAT	Incident Management Assistance Team
IO	Intelligence Officer
ITS	Mississippi Department of Information Technology Services
I&A	Intelligence and Analysis
JIC	Joint Information Center
JFO	Joint Field Office
JOC	Joint Operations Center
LEPC	Local Emergency Planning Committee
LSC	Logistics Section Chief
MA	Mission Assignment
MAA	Mutual Aid Agreements
MACC	Multi-Agency Coordination Center
MACS	Multi-Agency Coordination System
MART	Mississippi Animal Response Team
MBAH	Mississippi Board of Animal Health
MBCI	Mississippi Band of Choctaw Indians
MBI	Mississippi Bureau of Investigation (MDPS)
MBVME	Mississippi Board of Veterinary Medical Examiners
MCDEMA	Mississippi Civil Defense/Emergency Management Association
MDA	Mississippi Development Authority
MDAC	Mississippi Department of Agriculture and Commerce
MDE	Mississippi Department of Education
MDEQ	Mississippi Department of Environment Quality
MDFA	Mississippi Department of Finance and Administration

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MDHS	Mississippi Department of Human Services
MDMR	Mississippi Department of Marine Resources
MDOC	Mississippi Department of Corrections
MDOM	Mississippi Division of Medicaid
MDOT	Mississippi Department of Transportation
MDPS	Mississippi Department of Public Safety
MDRS	Mississippi Department of Rehabilitation Services
MDWF&P	Mississippi Department of Wildlife, Fisheries, and Parks
MED-COM	Mississippi Medical Communication and Coordination Center
MEMA	Mississippi Emergency Management Agency
MFC	Mississippi Forestry Commission
MHSP	Mississippi Highway Safety Patrol
MHz	Megahertz
MLB	Mississippi Levee Board
MOA	Memorandum of Agreement
MOHS	Mississippi Office of Homeland Security
MOU	Memorandum of Understanding
MPB	Mississippi Public Broadcasting
MPSC	Mississippi Public Service Commission
MPUS	Mississippi Public Utilities Staff
MREPP	Mississippi Radiological Emergency Preparedness Plan
MSDH	Mississippi State Department of Health
MSFA	Mississippi State Fire Academy
MSIHL	Mississippi Institutions of Higher Learning
MSRWA	Mississippi Rural Water Association
MSTC	Mississippi Tax Commission
MSUES	Mississippi State University Extension Service
MSVOAD	Mississippi Volunteer Organizations Active in Disaster
MSVRDL	Mississippi Veterinary Research and Diagnostic Laboratory
MSWIN	Mississippi Wireless Information Network
MVMA	Mississippi Veterinary Medical Association
NAWAS	National Warning System
NCS	Non-Congregate Sheltering
NGO	Non-Governmental Organization
NHC	National Hurricane Center
NIMS	National Incident Management System
NMSZ	New Madrid Seismic Zone
NPG	National Preparedness Goal
NPP	Nuclear Power Plant

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NRDF	National Disaster Recovery Framework
NRF	National Response Framework
NWS	National Weather Service
OG	Office of the Governor
OPSUM	Operational Summary
OSAR	Overland Search and Rescue
OSC	Operations Section Chief
OST	Office of State Treasurer
PA	Public Assistance
PAS	Personal Assistance Services
PDA	Preliminary Damage Assessment
PHMSA	Pipeline Hazardous Materials Safety Administration
PIO	Public Information Officer
POD	Points of Distribution
POE	Point of Entry
PPE	Personal Protective Equipment
PSC	Planning Section Chief
RACES	Radio Amateur Communication Emergency Services
RNA	Rapid Needs Assessment
RSF	Recovery Support Function
SA	Salvation Army
SA	Staging Area
SAR	Search and Rescue
SBA	Small Business Administration
SELOC	State Emergency Logistics Operations Center
SEOC	State Emergency Operations Center
SFMO	State Fire Marshall's Office
SITREP	Situation Report
SITRoom	Situation Room
SLTT	State, Local, Tribal, Territorial
SMAC	Statewide Mutual Aid Compact
SMART	Specific, Measurable, Action-oriented, Realistic, and Timely
SMNS	State Medical Needs Shelter
SOE	State of Emergency
SOG	Standard Operating Guides
SOP	Standard Operating Procedure
SSA	State Staging Area
SWP	State Warning Point
TART	Technical Animal Rescue Team

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TCP	Traffic Control Point
THIRA	Threat and Hazard Identification and Risk Assessment
TTX	Table-top Exercise
UAS	Unmanned Aerial System
UC	Unified Command
UMMC	University of Mississippi Medical Center
USACE	United States Army Corps of Engineers
USAR	Urban Search and Rescue
USCG	United States Coast Guard
USDA	United States Department of Agriculture
VDCT	Volunteer and Donations Coordination Team
VMAT	Veterinary Medical Assistance Team
VOAD	Volunteer Organizations Active in Disaster
VTC	Video Teleconferencing
WCC	Mississippi Wireless Communications Commission
WEA	Wireless Emergency Alert
WIPP	Waste Isolation Pilot Program
WMD	Weapons of Mass Destruction
WXSUM	Weather Summary

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Base Plan Appendix 2 (Glossary).

Terms and Definitions. The following is a list of terms and definitions commonly used in emergency management:

Accountable Property. Property that: 1) has an acquisition cost that is $15,000 or more; 2) has a unique, identifiable serial number (e.g., computer or telecommunications equipment); and 3) is considered "sensitive" (i.e., easily pilferable), such as cellular phones, pagers, and laptop computers.

Agency. A government division with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or assisting or cooperating (providing resources or other assistance).

Agency Representative. A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command is responsible for setting overall strategy and priorities, allocating critical resources according to priorities, ensuring that incidents are properly managed, meeting objectives, and following strategies. Area Command becomes Unified Area Command when incidents are multi-jurisdictional. Area Command may be established at an EOC facility or some location other than an ICP.

Available Resources. Resources assigned to an incident checked in and available for use, generally located in a Staging Area.

Awareness. The continual process of collecting, analyzing, and disseminating intelligence, information, and knowledge allows organizations and individuals to anticipate requirements and react effectively.

Casualty. Any person who is declared dead or is missing, ill, or injured.

Catastrophic Incident. Any natural or man-made incident, including terrorism, that results in extraordinary levels of mass casualties, damage, or disruption severely affecting the population,

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infrastructure, environment, economy, national morale, or government functions. A catastrophic event could result in sustained national impacts over a prolonged period of time; almost immediately exceeds resources normally available to state, local, tribal and private-sector authorities in the impacted area; and significantly interrupt governmental operations and emergency services to such an extent that national security could be threatened. All catastrophic events are Incidents of National Significance.

Chain of Command. A series of command, control, executive, or management positions in the hierarchical order of an authority.

Coastal Zone. As defined by the NCP, it means all U.S. waters subject to tide, U.S. waters of the Great Lakes, specified ports and harbors on inland rivers, waters of the contiguous zone, other water of the high seas subject to the NCP, and the land surface or land substrata, groundwaters and ambient air proximal to those waters. The term "coastal zone" delineates an area of federal responsibility for response action. Precise boundaries are determined by EPA/USCG agreements and identified in RCPs.

Command Staff. In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required. They report directly to the Incident Commander. They may have an assistant or assistants as needed.

Community Recovery. In the context of the NRF and its annexes, the process of assessing the effects of an Incident of National Significance, defining resources, and developing and implementing a course of action to restore and revitalize the socioeconomic and physical structure of a community.

Credible Threat. A potential terrorist threat that, based on a threat assessment, is credible and likely to involve WMD.

Critical Infrastructures. Whether physical or virtual, systems and assets are so vital to the United States that the incapacity or destruction of such systems and assets would have a debilitating impact on security, national economic security, national public health or safety, or any combination of those matters.

Cultural Resources. Cultural resources include historic and prehistoric structures, archeological sites, cultural landscapes, and museum collections.

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Cyber. Pertaining to computers and their support systems, such as servers, routers, and switches supporting critical infrastructure.

Deputy. A fully qualified individual could be delegated the authority to manage a functional operation or perform a specific task in the absence of a superior. In some cases, a deputy could act as relief for a superior and must be fully qualified in the position. Deputies can be assigned to the Incident Commander, general staff, and branch directors.

Disaster. See **Major Disaster.**

Disaster Recovery Center (DRC). A facility established in a centralized location within or near the disaster area where disaster victims (individuals, families, or businesses) apply for disaster aid.

Emergency. As defined by the Stafford Act, an emergency is "any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States."

Emergency Operations Center (EOC). The physical location where the coordination of information and resources to support domestic incident management activities normally occurs. An EOC may be a temporary facility or located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. Major functional disciplines may organize EOCs (e.g., fire, law enforcement, and medical services) by jurisdiction (e.g., Federal, State, regional, county, city, tribal) or by some combination thereof.

Emergency Operations Plan (EOP). Various jurisdictional levels maintain the "steady-state" plan for managing various potential hazards.

Emergency Support Function (ESF). A grouping of government and certain private-sector capabilities into an organizational structure to provide the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure and help victims and communities return to normal, when feasible, following domestic incidents. The ESFs serve as the primary operational-level mechanism to assist State, local and tribal governments or federal departments and agencies conducting missions of primary federal responsibility.

Environment. Natural and cultural resources and historic properties as those terms are defined in this glossary and relevant laws.

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Evacuation. Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas and their reception and care in safe areas.

Facility Management. Facility selection and acquisition, building services, information systems, communications, safety and health, and physical security.

Federal. Of or pertaining to the Federal Government of the United States of America.

First Responder. Local and nongovernmental police, fire, and emergency personnel who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as equipment operators) who provide immediate support services during prevention, response and recovery operations. First responders may include personnel from federal, state, local, tribal, or nongovernmental organizations.

Hazard. Something potentially dangerous or harmful; often the root cause of an unwanted outcome.

Hazard Mitigation. Any cost-effective measure that will reduce the potential for damage to a facility from a disaster event.

Hazardous Material. For ESF #1, a hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated (see 49 CFR 171.8). For ESF #10 and the Oil and Hazardous Materials Incident Annex, the term means hazardous substances, pollutants, and contaminants defined by the NCP.

Hazardous Substance. As defined by the NCP, any substance designated pursuant to section 311(b)(2)(A) of the Clean Water Act; any element, compound, mixture, solution, or substance designated pursuant to section 102 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. § 6901 et seq.) has been suspended by act of Congress); any toxic pollutant listed under section 307(a) of the Clean Water Act; any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. § 7521 et seq.); and any imminently hazardous chemical substance or mixture with respect

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to which the EPA Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.).

Historic Property. Any prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places, including artifacts, records, and remains which are related to such district, site, building, structure, or object [16 U.S.C. § 470(w)(5)].

Incident. An occurrence or event is natural or human-caused, requiring an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland, and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health, and medical emergencies and other occurrences requiring an emergency response.

Incident Action Plan. An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for managing the incident during one or more operational periods.

Incident Command Post (ICP). The field location where the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

Incident Command System (ICS). Standardized on-scene emergency management constructs are specifically designed to adopt an integrated organizational structure that reflects the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS combines facilities, equipment, personnel, procedures, and communications operating with a common organizational structure designed to aid in managing resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, public and private, or organized field-level incident management operations.

Incident Commander (IC). The individual responsible for all incident activities, including developing strategies and tactics and ordering and releasing resources. The IC has overall authority and responsibility for conducting incident operations and managing all incident operations at the incident site.

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Incident Management Team (IMT). The Incident Commander and appropriate command and general staff personnel assigned to an incident.

Incident Mitigation. Actions taken during an incident designed to minimize impacts or contain the damages to property or the environment.

Infrastructure. The man-made physical systems, assets, projects, and structures publicly and/or privately owned are used by or provide benefit to the public. Infrastructure includes utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Actions. The actions taken by those responders first to arrive at an incident site.

Initial Response. Resources initially committed to an incident.

Joint Field Office (JFO). A temporary federal facility established locally to provide a central point for federal, state, local, and tribal executives responsible for incident oversight, direction, and/or assistance to effectively coordinate protection, prevention, preparedness, response, and recovery actions. The JFO will combine the traditional functions of the JOC, the FEMA DFO, and the JIC within a single federal facility.

Joint Information Center (JIC). A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the incident scene. Public information officials from all participating agencies should collocate at the JIC.

Joint Operations Center (JOC). The JOC is the focal point for all federal investigative law enforcement activities during a terrorist or potential terrorist incident or any other significant criminal incident and is managed by the SFLEO. The JOC becomes a component of the JFO when the NRF is activated.

Jurisdiction. A range or sphere of authority. Public agencies have jurisdiction over an incident related to their legal responsibilities and authorities. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, state, or federal boundary lines) or functional (e.g., law enforcement, public health).

Liaison Officer. A command staff member is responsible for coordinating with representatives from cooperating and assisting agencies.

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Local Government. A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under state law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization or, in Alaska, a Native Village or Alaska Regional Native Corporation; or a rural community, unincorporated town or village, or other public entity. (As defined in section 2(10) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Major Disaster. As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of states, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Materiel Management. Requisition and sourcing (requirements processing); acquisition, asset visibility (resource tracking), receipt, storage, handling; security and accountability; inventory, deployment, issue and distribution; recovery, reuse, and disposition.

Mission Assignment. The DHS/EPR/FEMA vehicle to support federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable state or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation. Activities are designed to reduce or eliminate risks to persons or property or lessen an incident's actual or potential effects or consequences. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from previous incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization. The process and procedures used by all organizations—federal, state, local and tribal—for activating, assembling, and transporting all resources requested to respond to or support an incident.

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Mobilization Center. An off-site temporary facility at which response personnel and equipment are received from the point of arrival and are pre-positioned for deployment to an incident logistics base, to a local staging area, or directly to an incident site, as required. A mobilization center also provides temporary support services, such as food and billeting, for response personnel prior to their assignment, release, or reassignment. It also serves as a place to out-process following demobilization while awaiting transportation.

Multi-Agency Coordination System. Provides the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multi-agency coordination systems include facilities, equipment, EOCs, specific multi-agency coordination entities, personnel, procedures, and communications. The systems assist agencies and organizations in integrating the subsystems of NIMS fully.

Multi-jurisdictional Incident. An incident requiring action from multiple agencies with jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

Mutual Aid Agreement. Written agreement between agencies, organizations, and/or jurisdictions that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National Incident Management System (NIMS). A system mandated by HSPD-5 provides a consistent, nationwide approach for Federal, State, local and tribal governments; the private sector; and NGOs to work effectively and efficiently to prepare for, respond to and recover from domestic incidents, regardless of cause, size, or complexity. The NIMS includes a core set of concepts, principles, and terminology to provide interoperability and compatibility among federal, state, local and tribal capabilities. HSPD-5 identifies these as the ICS; multi-agency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and collecting, tracking, and reporting incident information and incident resources.

Natural Resources. Natural resources include land, fish, wildlife, domesticated animals, plants, biota, and water. Water means salt and fresh water, surface and groundwater, including water used for drinking, irrigation, aquaculture, and recreational purposes, as well as in its capacity as fish and wildlife habitat, including coral reef ecosystems as defined in 16 U.S.C. 64501. Land means soil, surface and subsurface minerals, and other terrestrial features.

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Nongovernmental Organization (NGO). A nonprofit entity based on the interests of its members, individuals, or institutions is not created by a government but may work cooperatively with the government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

Pollutant or Contaminant. As defined in the NCP, it includes but is not limited to any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, or physical deformations in such organisms or their offspring.

Preparedness. The range of deliberate, critical tasks and activities necessary to build, sustain and improve the operational capability to prevent, protect against, respond to and recover from domestic incidents. Preparedness is a continuous process involving efforts at all levels of government and between government and private-sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources.

Prevention. Actions taken to avoid an incident or intervene to stop an incident from occurring. Prevention involves actions taken to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance, and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

Private Sector. Organizations and entities that are not part of any governmental structure. This includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, private emergency response organizations, and private voluntary organizations.

Public Assistance Program. The program administered by FEMA provides supplemental federal disaster grant assistance for debris removal and disposal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain private nonprofit organizations.

Public Health. Protection, safety, improvement, and interconnections of health and disease prevention among people, domestic animals, and wildlife.

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Public Information Officer (PIO). A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

Public Works. Work, construction, physical facilities, and services provided by governments for the benefit and use of the public.

Recovery. The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, non-governmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned, and develop initiatives to mitigate the effects of future incidents.

Resources. Personnel and major equipment, supplies, and facilities available or potentially available for assignment to incident operations and status are maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or an EOC.

Response. Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property and meet basic human needs. Response also includes executing emergency operations plans and incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity and apprehending actual perpetrators and bringing them to justice.

Situation Assessment. The evaluation and interpretation of information gathered from various sources (including weather information and forecasts, computerized models, GIS data mapping, remote sensing sources, ground surveys, etc.) are used to provide a basis for incident management when communicated to emergency managers and decision-makers.

State. Any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana

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Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic. Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve adopting long-range goals and objectives, setting priorities, establishing budgets and other fiscal decisions, policy development, and applying performance measures or effectiveness.

Strategic Plan. A plan that addresses long-term issues such as the impact of weather forecasts, time-phased resource requirements, and problems such as permanent housing for displaced disaster victims, environmental pollution, and infrastructure restoration.

Telecommunications. The transmission, emission, or reception of voice and/or data through any medium by wire, radio, other electrical electromagnetic, or optical means. Telecommunications includes all aspects of transmitting information.

Terrorism. Any activity that (1) involves an act that (a) is dangerous to human life or potentially destructive of critical infrastructure or key resources; and (b) is a violation of the criminal laws of the United States or any state or other subdivision of the United States; and (2) appears to be intended (a) to intimidate or coerce a civilian population; (b) to influence the policy of a government by intimidation or coercion; or (c) to affect the conduct of a government by mass destruction, assassination, or kidnapping.

Threat. An indication of possible violence, harm, or danger.

Transportation Management. Transportation prioritizing, ordering, sourcing and acquisition; time phasing plans; fleet management; and movement coordination and tracking.

Tribe. Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.] that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unaffiliated Volunteer. An individual who is not formally associated with a recognized voluntary disaster relief organization; is also known as a “spontaneous” or “emergent” volunteer.

Unified Command. An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the

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designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and establish a common set of objectives and strategies and a single Incident Action Plan.

United States. The term "United States," when used in a geographic sense, means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S.Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Unsolicited Goods. Donated items offered by and/or sent to the incident area by the public, the private sector, or other sources that have not been requested by government or nonprofit disaster relief coordinators.

Urban Search and Rescue. Operational activities include locating, extricating, and providing on-site medical treatment to victims trapped in collapsed structures.

Volunteer. Any individual accepted to perform services by an agency with authority to accept volunteer services when the individual performs services without promise, expectation, or compensation for services performed. (See, for example, 16 U.S.C. § 742f(c) and 29 CFR § 553.101.)

Volunteer and Donations Coordination Center. Facility from which the Volunteer and Donations Coordination Team operates. It is best situated in or close to the SEOC for coordination purposes. Requirements may include space for a phone bank, meeting space, and space for a team of specialists to review and process offers.

Weapon of Mass Destruction (WMD). As defined in Title 18, U.S.C. § 2332a: (1) any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than 4 ounces, or missile having an explosive or incendiary charge of more than one-quarter ounce, or mine or similar device; (2) any weapon that is designed or intended to cause death or serious bodily injury through the release, dissemination, or impact of toxic or poisonous chemicals or their precursors; (3) any weapon involving a disease organism; or (4) any weapon that is designed to release radiation or radioactivity at a level dangerous to human life.

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Dear MJCCA members:

The MJCCA Annual Convention will be held in ***Oxford, MS.*** The dates will be ***January 25–27, 2023.***

Reservations can be made at The Inn at Ole Miss. A total of **100 rooms** at the price of **$89.00 for Single, $95.00 for Deluxe, and $119.00 for the Suite** per night. Please make your reservations early, so you don't miss out on the special block.

Reservation Procedure – Individual Call-In: Attendees should make reservations at **(888)486-7666** and identify themselves as part of the **Justice Court Clerks winter Workshop Group or use the code 0123JUSTIC** to receive the special room rate. **Reservations should be made by Tuesday, January 03, 2023.** Reservations must be made by the Cut-off Date. Any reservations request received after this cutoff date will be accepted on a space available basis at the contracted rate, a special rate or prevailing rate available at that time, **at Hotel's discretion.** All guests are responsible for their own guest room, tax, and incidental charges upon check out. Please bring a copy of your county's tax-exempt certificate and it must be presented at the time of check in.

If you are paying with your **county check,** please inform the hotel in advance and get total price of your stay. **Please make sure the check reaches the designated place fourteen (14) days prior to arriving, The Inn at Ole Miss, 120 Alumni Drive, University, MS 38677.**

Check-in & Check-out: Check-in time is 3:00 p.m. and check-out time is 11:00 a.m. Guest check-in cannot be guaranteed prior to 3:00 p.m., the hotel will make every effort to accommodate early arrivals and late departures. Requests will be handled on individual basis and will depend upon the hotel's availability.

Auction Items: Please remember to bring items for the auction; a reminder that the auction is used to raise money for the Education Fund. ***Therefore, they are needed!!!***

Convention Registration: Please see the registration form attachment.

Ole Miss Basketball Game: *There is a $5.00 dollar fee for the basketball game on Thursday night, January 26. If you are attending the game, the $5.00 must be paid in advance or added to registration fee because Tina must pay for the seats all together.*

Attachment: Court Clerk Winter Workshop (11832 : Approve travel for Catherine Garcia to attend the MJCCA Annual Convention)

Mississippi Justice Court Clerks Mid-Winter Conference
The Inn at Ole Miss
120 Alumni Drive/P. O. Box 1848
University, MS 38677

Registration Form

(Please use a separate form for each person attending)

Name Catherine Garcia

Title Court Clerk

County Hancock County

Telephone 228-467-5773 ext 5 985-285-6047

Name of accompanying spouse/guest _____

REGISTRATION FEE: $100.00 **Guest Registration fee $65.00**

PAYMENT METHOD:

__ Enclosed is my check for $_____

__ I will bring my check for $_____

__ Ole Miss basketball game $_____ ($5.00 per ticket)

Please complete and return before January 16, 2023, to: MJCCA

Attn: Tina Morrow
P. O. Box 518
Amory, MS 38821
FAX: (662) 256-7876

Panel Questions: _____

_____

_____

Attachment: Court Clerk Winter Workshop (11832 : Approve travel for Catherine Garcia to attend the MJCCA Annual Convention)

FOR INFORMATION CONTACT: HANCOCK COUNTY PURCHASING DEPARTMENT
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520
PURCHASING AGENT: BRITTNEY JOHNSON (228) 395-1506

SPECIFICATION DOCUMENT

UNPROCESSED FILL DIRT, UNPROCESSED CLAY AND UNPROCESSED CLAY GRAVEL

HANCOCK COUNTY, MISSISSIPPI

CLASS 9 GROUP B

MATERIAL SHALL BE IN ACCORDANCE WITH CLASS 9 GROUP B, OF THE MISSISSIPPI STANDARD SPECIFICATIOINS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 1989 EDITION (PAGES 7-25).

MATERIALS TO BE PICKED UP BY THE HANCOCK COUNTY ROAD DEPARTMENT AT THE BIDDER'S LOCATION SITE.

UNPROCESSED FILL DIRT

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $3.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $3.00

LOADED AND HAULED BY PIT OPERATOR: $13.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

Attachment: Smith Gravel & Tracking LLL (11838 : Accept Unprocessed Gravel Bid)

UNPROCESSED CLAY

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: ~~$ 4.00~~ CS $4.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $4.00

LOADED AND HAULED BY PIT OPERATOR: $14.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

UNPROCESSED CLAY GRAVEL

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $7.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $7.00

LOADED AND HAULED BY PIT OPERATOR: $17.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

DELIVER BID TO: HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY ANNEX
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

Attachment: Smith Gravel & Tracking LLL (11838 : Accept Unprocessed Gravel Bid)

BID PACKAGE FOR FURNISHING
HANCOCK COUNTY ROAD DEPARTMENT
UNPROCESSED FILL DIRT, UNPROCESSED CLAY AND UNPROCESSED CLAY GRAVEL

BOARD OF SUPERVISORS
HANCOCK COUNTY ANNEX
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

PURSUANT TO YOUR ADVERTISMENT RECEIVABLE UNTIL 9:00 A.M. ON **Monday, December 5, 2022**. WE Smith Gravel & Trucking LLC RESIDING AT 5564 Hwy 53 Poplarville MS 39470 DO HEREBY SUBMIT THIS OUR BID FURNISHING, AS ORDERED BY THE COUNTY, IN ACCORDANCE WITH SPECIFICATIONS LISTED BELOW, FOR A PERIOD BEGINNING AT BID ACCEPTANCE AND ENDING **December 31, 2023** OR UNTIL A NEW BID IS ACCEPTED.

DATE: 11-28-22

FIRM NAME OF BIDDER:
Smith Gravel & Trucking LLC

SIGNED (NAME AND TITLE):
Chris Smith member

ADDRESS:
5564 Hwy 53 Poplarville MS 39470

Poplarville **CITY AND STATE:** Mississippi

PHONE: 228-518-0766 **FAX:**
smithgravel@aol.com

NOTICE TO BIDDERS:

ALL BIDS SHOULD BE SUBMITTED ON THIS FORM, AND SHALL BE SUBMITTED IN A SEALED ENVELOPE MARKED **"UNPROCESSED FILL DIRT" " UNPROCESSED CLAY" "UNPROCESSED CLAY GRAVEL"**TO BE OPENED AT 9:00 Am.

BIDS NOT SUBMITTED ON THIS FORM MAY BE DISQUALIFIED. THE BOARD OF SUPERVISORS, HANCOCK COUNTY, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Attachment: Smith Gravel & Tracking LLL (11838 : Accept Unprocessed Gravel Bid)

FOR INFORMATION CONTACT: **HANCOCK COUNTY PURCHASING DEPARTMENT**
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520
PURCHASING AGENT: BRITTNEY JOHNSON (228) 395-1506

SPECIFICATION DOCUMENT

UNPROCESSED FILL DIRT, UNPROCESSED CLAY AND UNPROCESSED CLAY GRAVEL

HANCOCK COUNTY, MISSISSIPPI

CLASS 9 GROUP B

MATERIAL SHALL BE IN ACCORDANCE WITH CLASS 9 GROUP B, OF THE MISSISSIPPI STANDARD SPECIFICATIOINS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 1989 EDITION (PAGES 7-25).

MATERIALS TO BE PICKED UP BY THE HANCOCK COUNTY ROAD DEPARTMENT AT THE BIDDER'S LOCATION SITE.

UNPROCESSED FILL DIRT

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $3.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $3.00

LOADED AND HAULED BY PIT OPERATOR: $13.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

Attachment: Smith Gravel & Tracking LLL (11838 : Accept Unprocessed Gravel Bid)

UNPROCESSED CLAY

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: ~~$ 7.00~~ CS $4.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $4.00

LOADED AND HAULED BY PIT OPERATOR: $14.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

UNPROCESSED CLAY GRAVEL

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $7.00

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $7.00

LOADED AND HAULED BY PIT OPERATOR: $17.00

VENDOR NAME Smith Gravel & Trucking LLC

LOCATION 5564 Hwy 53 Poplarville MS 39470

MILEAGE 14 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

DELIVER BID TO: HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY ANNEX
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

Attachment: Smith Gravel & Tracking LLL (11838 : Accept Unprocessed Gravel Bid)

BID PACKAGE FOR FURNISHING
HANCOCK COUNTY ROAD DEPARTMENT
UNPROCESSED FILL DIRT, UNPROCESSED CLAY AND UNPROCESSED CLAY GRAVEL

BOARD OF SUPERVISORS
HANCOCK COUNTY ANNEX
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

PURSUANT TO YOUR ADVERTISMENT RECEIVABLE UNTIL 9:00 A.M. ON **Monday, December 5, 2022**. WE C & C LAND SERVICES, LLC. RESIDING AT 20025 Hwy 43, Picayune, MS, 39466 DO HEREBY SUBMIT THIS OUR BID FURNISHING, AS ORDERED BY THE COUNTY, IN ACCORDANCE WITH SPECIFICATIONS LISTED BELOW, FOR A PERIOD BEGINNING AT BID ACCEPTANCE AND ENDING **December 31, 2023** OR UNTIL A NEW BID IS ACCEPTED.

DATE: 11-29-22

FIRM NAME OF BIDDER: C & C LAND SERVICES, LLC.

SIGNED (NAME AND TITLE): Clyde P. Moran JR. owner

ADDRESS: 20025 Hwy 43

CITY AND STATE: Picayune, MS

PHONE: 228-255-4410 **FAX:** 228-255-4411

NOTICE TO BIDDERS:

ALL BIDS SHOULD BE SUBMITTED ON THIS FORM, AND SHALL BE SUBMITTED IN A SEALED ENVELOPE MARKED **"UNPROCESSED FILL DIRT" " UNPROCESSED CLAY" "UNPROCESSED CLAY GRAVEL"**TO BE OPENED AT 12-5-22.

BIDS NOT SUBMITTED ON THIS FORM MAY BE DISQUALIFIED. THE BOARD OF SUPERVISORS, HANCOCK COUNTY, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Attachment: C&C Land Services LLC (11838 : Accept Unprocessed Gravel Bid)

FOR INFORMATION CONTACT: HANCOCK COUNTY PURCHASING DEPARTMENT
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520
PURCHASING AGENT: BRITTNEY JOHNSON (228) 395-1506

SPECIFICATION DOCUMENT

UNPROCESSED FILL DIRT, UNPROCESSED CLAY AND UNPROCESSED CLAY GRAVEL

HANCOCK COUNTY, MISSISSIPPI

CLASS 9 GROUP B

MATERIAL SHALL BE IN ACCORDANCE WITH CLASS 9 GROUP B, OF THE MISSISSIPPI STANDARD SPECIFICATIOINS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 1989 EDITION (PAGES 7-25).

MATERIALS TO BE PICKED UP BY THE HANCOCK COUNTY ROAD DEPARTMENT AT THE BIDDER'S LOCATION SITE.

UNPROCESSED FILL DIRT

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $3.00 pcy

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $3.00 per cy

LOADED AND HAULED BY PIT OPERATOR: $13.00 per cy

VENDOR NAME C & C LAND SERVICES, LLC

LOCATION 20025 HWY 43, Picayune, MS, 39466

MILEAGE 4.1 miles **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

Attachment: C&C Land Services LLC (11838 : Accept Unprocessed Gravel Bid)

UNPROCESSED CLAY

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: $4.00 per cy

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: $4.00 per cy

LOADED AND HAULED BY PIT OPERATOR: $14.00 per cy

VENDOR NAME C&C LAND SERVICES, LLC.

LOCATION 2002S Hwy 43, Picayune, MS, 39466

MILEAGE 4.1 **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

UNPROCESSED CLAY GRAVEL N/A

BIDDERS SHALL BID PER CUBIC YARD:

LOADED AND HAULED BY COUNTY EQUIPMENT: _____

LOADED BY PIT OPERATOR AND HAULED BY COUNTY TRUCKS: _____

LOADED AND HAULED BY PIT OPERATOR: _____

VENDOR NAME _____

LOCATION _____

MILEAGE _____ **FROM VENDOR'S YARD TO NORTH MAINTENANCE BARN LOCATED @ 18382 HIGHWAY 43 KILN, MS 39556.**

DELIVER BID TO: HANCOCK COUNTY BOARD OF SUPERVISORS
HANCOCK COUNTY ANNEX
854 HIGHWAY 90, SUITE A
BAY ST. LOUIS, MS 39520

Attachment: C&C Land Services LLC (11838 : Accept Unprocessed Gravel Bid)

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Supervisors of Hancock County, Bay St. Louis, MS, until **10:00 a.m., January 3, 2023** and shortly thereafter publicly opened for providing the following to Hancock County, for a period of one year beginning at bid acceptance until December 31, 2023 or until a new bid is accepted: Cold Bituminous Picked Up, Culverts & Couplings, Double Bituminous Surface Treatment, Gravel & Sand, High Polymer Micro Surfacing, Hot Bituminous In Place & Picked Up, Limestone, Liquid Asphalt, Micro-Surfacing & Seals, Portable Toilet Services, Pest Control Services, Highway Signs & Highway Posts, as well as, anything vendor feels the County may need throughout the year.

Bid specifications are available, upon request, from Brittney Johnson of the Hancock County Purchasing Department, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 or by calling 228-395-1506, or by visiting:
https://hancockcounty.ms.gov/departments/purchasing/

All envelopes must be marked on the outside of the envelope **"BID ENCLOSED"** and listing the bid item and bid opening date.

All envelopes must be date and time stamped and filed in the Hancock County Board of Supervisors Office, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 **before 9:00 a.m. on the day of the bid opening.**

The Board reserves the right to reject any and all bids.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, on the 21st day of December, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, Mississippi

By/Valerie Fitts, D.C.
Publish Dates:
December 21, 2022
December 28, 2022

Attachment: NOTICE TO BIDDERS 12 MONTHS 2022 PART 2 (11835 : Approve Re-Advertising for Term Bids)

NOTICE TO BIDDERS

Sealed bids will be received by the Board of Supervisors of Hancock County, Bay St. Louis, MS, until **10:00 a.m., January 3, 2023** and shortly thereafter publicly opened for providing the following to Hancock County, for a period of six months beginning at bid acceptance until June 30, 2023 or until a new bid is accepted: **Office Supplies & Janitorial Supplies**, as well as, anything vendor feels the County may need throughout the year.

Bid specifications are available, upon request, from Brittney Johnson of the Hancock County Purchasing Department, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 or by calling 228-395-1506, or by visiting:
https://hancockcounty.ms.gov/departments/purchasing/

All envelopes must be marked on the outside of the envelope **"BID ENCLOSED"** and listing the bid item and bid opening date.

All envelopes must be date and time stamped and filed in the Hancock County Board of Supervisors Office, 854 Hwy 90, Suite A, Bay St. Louis, MS 39520 **before 10:00 a.m. on the day of the bid opening.**

The Board reserves the right to reject any and all bids.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, on the 21sr day of December, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, Mississippi

By/Valerie Fitts, D.C.
Publish Dates:
December 21, 2022
December 28, 2022

Attachment: NOTICE TO BIDDERS 6 MONTHS 2022 PART 2 (11835 : Approve Re-Advertising for Term Bids)

NOTICE OF INVITATION FOR BIDS

Sealed bids will be received by the Board of Supervisors of Hancock County, Mississippi, until 10:00 a.m. on Tuesday, January 3, 2023, and said bids are to be opened and read aloud in the Board of Supervisors' Meeting Room located at 854 Highway 90, Suite A, Bay St. Louis, MS 39520, regarding the following:

BIDS WILL BE RECEIVED FROM ANY AND ALL BANKS LOCATED IN HANCOCK COUNTY OR ANY OTHER QUALIFIED DEPOSITORY FOR THE PRIVILEGE OF KEEPING ANY OR ALL HANCOCK COUNTY FUNDS OR ANY FUNDS OF OTHER DEPARTMENTS, AGENCIES OR OFFICIALS ASSOCIATED WITH HANCOCK COUNTY, AS AUTHORIZED BY SECTIONS 27-105-305 AND 27-105-315, MISSISSIPPI CODE OF 1972, ANNOTATED, FOR A PERIOD OF TWO YEARS THROUGH DECEMBER, 2024.

Financial institutions desiring to be a County depository must meet the requirements of Sections 27-105-305 and 27-105-315, Mississippi Code of 1972, Annotated.

Bid specifications may be obtained from the Hancock County Board of Supervisors' Office, 854 Highway 90, Suite A, Bay St. Louis, MS 39520.

All bids must be on file with the Secretary of the Board on or prior to the hour and date first mentioned above, and must be sealed and clearly marked on the outside of the envelope: **"Bid for keeping Hancock County Funds, to be opened January 3, 2023."** Envelopes not so marked are submitted at the risk of the bank submitting said bids, and the County assumes no responsibility for premature opening of same by any County employee.

Bids sent through the U.S. Mail are done so at the risk of the bank submitting said bid and should be addressed to the Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520.

Bids may be delivered to Hancock County Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520, no later than **JANUARY 3, 2023, AT 10:00 A.M.** The Board reserves the right to reject any and all bids, to waive any informalities and to award in the best interest of Hancock County.

Published by Order of the Board of Supervisors of Hancock County, Mississippi, this the 21th day of December, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, MS

Attachment: BANK DEPOSITORIES NOTICE OF INVITATION FOR BIDS 2023-2024 PART 2 (11834 : Approve Depository Re-Advertisement)

NOTICE OF INVITATION FOR BIDS

Sealed bids will be received by the Board of Supervisors of Hancock County, MS, Hancock County Government Annex, 854 Highway 90, Suite A, Bay St. Louis, MS 39520, until 10:00 a.m. on Tuesday, January 3, 2023, and said bids are to be opened and read aloud in the Board of Supervisors' Meeting Room for furnishing the following services:

NEWSPAPER PUBLICATION SERVICES – BIDS FOR PUBLISHING PROCEEDINGS OF THE BOARD OF SUPERVISORS AND ALL LEGAL NOTICES FOR THE COUNTY FOR CALENDAR YEAR 2022, AS REQUIRED BY LAW.

All bids must be on file with the Secretary of the Board on or prior to the hour and date first mentioned above, and must be sealed and clearly marked on the outside of the envelope: "**Bid for Newspaper Publication Services, to be opened January 3, 2023.**

Bids sent through the U.S. Mail are done so at the risk of the Bidder and should be addressed to the Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520.

Bids may be delivered to Hancock County Board of Supervisors, 854 Highway 90, Suite A, Bay St. Louis, MS 39520, no later than **January 3, 2023, AT 10:00 A.M.**
The Board reserves the right to reject any and all bids, to waive any informalities and to award in the best interest of Hancock County.

Published by order of the Board of Supervisors of Hancock County, Mississippi, this the 19th day of December, 2022.

Scotty Adam, President
Board of Supervisors
Hancock County, Mississippi

By/Valerie Fitts, D.C.
Publish Dates:
December 21, 2022
December 28, 2022

Attachment: NEWSPAPER PUBLICATIONS NOTICE OF INVITATION FOR BIDS 2022 PART 2 (11836 : Approve Publication Re-Advertisement)

CREDIT CARD REPORT
December 19, 2022

CARD		EXPENSES
COUNTY P-CARD		
VISA ***0055	**$638.49**	**Balance**
IT	$79.99	GoDaddy
Tax Office	$558.50	Realtor Association
COUNTY TRAVEL		
VISA ***4987	**$2,137.90**	**Balance**
BoS	$520.00	National Association of Counties
BoS	$520.00	National Association of Counties
BoS	$498.41	American Airlines
Bos	$448.54	American Airlines
Planning and Zoning: Conference	$150.95	Natchez Grand
SHERIFF-TRAVEL		
VISA*0647**	**$37.79**	**Balance**
	$37.79	
SHERIFF-TRAVEL		
VISA ***1363	**$251.91**	**Balance**
SHERIFF-TRAVEL	**$251.91**	**Golden Nugget**
SHERIFF-TRAVEL		
VISA***0654	**$0.00**	**Balance**

Attachment: 12182022 CREDIT CARD REPORT (11814 : Approve Credit Card Report)

Regular Meeting of the Hancock County Planning Commission held on December 1, 2022

Those Present: Farve, Ladner, Mays, Koenig and Crawford
Gary Yarborough County Attorney

Also Present
Anthony Cuevas, Director of Planning & Zoning

Minutes of Previous Meeting: The minutes of the November 17, 2022 Regular Meeting were unanimously adopted on the motion of Commissioner Farve, Commissioner Koenig abstained due to being absent on November 17, 2022.

Christopher Anderson d/b/a Misfits Off-Road LLC- Conditional Use and Site Plan Review
The Commission considered the application of Christopher Anderson d/b/a Misfits Off-Road LLC requesting a Conditional Use and Site Plan Review to allow for the use of 377 acres to be used as an RV/Off-Road Park to accommodate horses, golf carts, ATV's, UTV's and hiking trails. The property is located at 27550 V Bar Rd. Perkinston, MS 39573. The parcel numbers for the property is 017 -0-36-001.000. The property is currently zoned A-1 General Agricultural.

The Commission at the November 17, 2022 Planning Commission Meeting agreed to allow both sides to meet and offer proposals for the operation of the park. The Commission gave them until Tuesday November 29, 2022 to have any and all proposals submitted to the Planning & Zoning Office at noon to allow time for review.
No proposals were submitted by either side at the end of the time agreed upon in the Planning & Zoning Office. December 1, 2022, Thursday of the meeting, emails were presented by both sides and were entered into the application file.

The Attorneys for the Boy Scouts were present at the meeting along with Pat Necaise, Rance Necaise, Jessica Necaise and Kelly Walker. No one attended from Misfits Off-Road LLC.

After discussion on the matter it was adopted on a motion by Commissioner Ladner to recommend approval of the Conditional Use & Site Plan with the following Conditions:

Riding of ATV Offroad Vehicles may be allowed between 8:00 a.m. and 10;00 p.m. with quiet time after 10:00 p.m.
The ATV Offroad Vehicles may not have any modified mufflers.

Commissioners Farve, Koenig and Crawford all voted yes for the motion with Commissioner Mays voting No.

Meeting Adjourned at 5:14 p.m.

12-15-22

Chairman

Attachment: 12-1-2022 P&Z Minutes Signed (11815 : Approve December1, 2022 P&Z Minutes)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
3784	ADMINISTRATIVE OFFICE	0001		INV	12/19/2022	NOV 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001160	5411	CHANC CT	REP	6,423.13
2	001160	5414	CHANC CT	CT ADM FEE	1,479.72
3	001161	5418	CIRC CT	COURT REPO	6,707.60
4	001161	5414	CIRC CT	CT ADM FEE	2,311.37
5	001160	5550	CHANC CT	LEGAL FEES	1,467.18
6	001161	5550	CIRC CT	LEGAL FEES	379.66

18,768.66
CHECK TOTAL **18,768.66**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	12/19/2022	2216184701			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5504	EMER 911	INTERNET	374.73

374.73
CHECK TOTAL **374.73**

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0000		INV	12/19/2022	2233184700			

ACCOUNT DETAIL					LINE AMOUNT
1	001151	5502	BLDS/GRNDS	TELEPHONE	812.62

812.62
CHECK TOTAL **812.62**

Attachment: 12192022 docket (11844 : Approve docket of claims for December 19, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	12/19/2022	DEC 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	001200	5502	SHERIFF	TELEPHONE	200.00
2	001151	5502	BLDS/GRNDS	TELEPHONE	95.95
3	001260	5502	EMA	TELEPHONE	71.96
4	001630	5502	SOIL CONS	TELEPHONE	42.91
5	001151	5502	BLDS/GRNDS	TELEPHONE	2.50
6	001151	5502	BLDS/GRNDS	TELEPHONE	13.93
7	001151	5502	BLDS/GRNDS	TELEPHONE	323.49
8	001151	5502	BLDS/GRNDS	TELEPHONE	56.28
9	001101	5502	CHANC CLK	TELEPHONE	13.93
10	001151	5502	BLDS/GRNDS	TELEPHONE	41.19
11	001151	5502	BLDS/GRNDS	TELEPHONE	82.38
12	001630	5502	SOIL CONS	TELEPHONE	79.95
13	001200	5502	SHERIFF	TELEPHONE	44.01
14	001105	5502	TAX/COL	TELEPHONE	60.86
15	001163	5502	YOUTH CT	TELEPHONE	25.31
16	001105	5502	TAX/COL	TELEPHONE	3.00
17	001151	5502	BLDS/GRNDS	TELEPHONE	35.91
18	001151	5502	BLDS/GRNDS	TELEPHONE	41.79
19	001168	5502	DA OFFICE	TELEPHONE	13.93
20	001168	5502	DA OFFICE	TELEPHONE	68.44
21	001102	5502	CIRC CLK	TELEPHONE	68.44

1,386.16

CHECK TOTAL 1,386.16

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	12/19/2022	DEC. 1,2022			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5544	EMER 911	MNT AG	4,052.00

4,052.00

CHECK TOTAL 4,052.00

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
7867	AT&T	0001		INV	12/19/2022	DECEMBER 2022			

ACCOUNT DETAIL					LINE AMOUNT
1	097110	5502	EMER 911	TELEPHONE	1,085.30

1,085.30

CHECK TOTAL 1,085.30

Attachment: 12192022 docket (11844 : Approve docket of claims for December 19, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
10094	AT&T Mobility II, LLC	0001		INV	12/19/2022	NOVEMBER 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		1,377.50			
							1,377.50		
						CHECK TOTAL	**1,377.50**		
2425	C SPIRE WIRELESS	0000		INV	12/19/2022	11-8 TO 12-7-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5502		MAPPING	TELEPHONE		362.39			
							362.39		
						CHECK TOTAL	**362.39**		
8626	CENTERPOINT ENERGY RE	0000		INV	12/19/2022	NOVEMBER 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		6,766.36			
							6,766.36		
						CHECK TOTAL	**6,766.36**		
8181	CENTURYLINK	0000		INV	12/19/2022	DEC 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5502		BLDS/GRNDS	TELEPHONE		2,169.44			
	2 001200 5502		SHERIFF	TELEPHONE		2,169.44			
							4,338.88		
						CHECK TOTAL	**4,338.88**		
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	09-0725-01 nov22`			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		58.30			
							58.30		
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	09-0727-01 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		34.50			
							34.50		
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	09-0726-01 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	09-3075-01 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		10.00			
							10.00		
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	09-3300-00 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		39.86			
							39.86		
105	CITY OF BAY ST LOUIS	0000		INV	12/19/2022	07-6131-00 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		37.48			
							37.48		
						CHECK TOTAL	**190.14**		
8164	CITY OF WAVELAND - RE	0001		INV	12/19/2022	062790015 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		3,641.45			
							3,641.45		
						CHECK TOTAL	**3,641.45**		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	3000821-017 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		472.96			
							472.96		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	110518-001 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 097110 5510		EMER 911	HEAT LIGHT		223.10			
							223.10		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-019 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		86.03			
							86.03		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-002 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		1,163.84			
							1,163.84		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-011 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			331.54		
							331.54		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-006 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			43.12		
							43.12		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-004 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			738.92		
							738.92		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-018 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5510		RD MNT	HEAT LIGHT			936.85		
							936.85		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-016 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			300.03		
							300.03		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-011 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5510		RD MNT	HEAT LIGHT			3,111.61		
							3,111.61		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-009 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5510		RD MNT	HEAT LIGHT			57.64		
							57.64		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-007 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5510		RD MNT	HEAT LIGHT			396.00		
							396.00		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-005 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			88.37		
							88.37		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-003 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			94.88		
							94.88		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-002 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			48.56		
							48.56		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			75.08		
							75.08		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-020 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			101.18		
							101.18		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-006 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			109.11		
							109.11		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-021 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			97.93		
							97.93		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-029 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			477.34		
							477.34		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-030 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001333 5510		MARINA	HEAT LIGHT			1,147.34		
							1,147.34		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	3000821-014 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			3,404.44		
							3,404.44		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-033 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			933.17		
							933.17		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-027 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			47.20		
							47.20		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-011 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			36.01		
							36.01		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-010 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			56.90		
							56.90		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-009 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5510		SEAWALL	HEAT LIGHT			97.44		
							97.44		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-008 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5510		SEAWALL	HEAT LIGHT			35.95		
							35.95		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-003 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			60.08		
							60.08		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-056 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 156331 5510		SEAWALL	HEAT LIGHT			51.55		
							51.55		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-041 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			790.20		
							790.20		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-054 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			2,948.74		
	2 001450 5510		WELFARE	HEAT LIGHT			2,948.73		
							5,897.47		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	504420-038 nov22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5510		ANIM SHLT	HEAT LIGHT			768.62		
							768.62		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	80846-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			151.10		
							151.10		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	96022-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			98.03		
							98.03		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	100314-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			331.91		
							331.91		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	100315-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			934.97		
							934.97		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	114147-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			263.91		
							263.91		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-001 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			58.42		
							58.42		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	116043-012 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			47.40		
							47.40		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	3000821-015 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		570.28			
							570.28		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	3000821-004 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		66.02			
							66.02		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	61441-001 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		413.35			
							413.35		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	112589-001 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		27.40			
							27.40		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	100314-002 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		154.50			
							154.50		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-050 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001530 5510		MCLEOD PK	HEAT LIGHT		261.39			
							261.39		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-052 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		46.68			
							46.68		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-068 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		1,211.77			
							1,211.77		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-070 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		1,045.48			
							1,045.48		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	15070-053 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001220 5510		IMP EXP	HEAT LIGHT			54.72		
							54.72		
299	COAST ELECTRIC POWER	0001		INV	12/19/2022	3000821-011 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			289.71		
							289.71		
						CHECK TOTAL	**28,307.50**		
7975	DIRECT TV	0001		INV	12/19/2022	082688902X221201			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001260 5513		EMA	CABLE TELE			167.99		
							167.99		
						CHECK TOTAL	**167.99**		
7975	DIRECT TV	0001		INV	12/19/2022	057460783X221128			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001200 5513		SHERIFF	CABLE TELE			115.94		
							115.94		
						CHECK TOTAL	**115.94**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63409813			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001101 5671		CHANC CLK	GASOLINE			29.16		
	2 001675 5671		BLDG DEPT	GASOLINE			51.80		
							80.96		
						CHECK TOTAL	**80.96**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63409701			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 096153 5671		MAPPING	GASOLINE			285.23		
							285.23		
						CHECK TOTAL	**285.23**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63409581			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5671		YOUTH CT	GASOLINE		39.73			
	2 001200 5671		SHERIFF	GASOLINE		7,793.01			
							7,832.74		
						CHECK TOTAL	**7,832.74**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63454241			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5671		MAPPING	GASOLINE		155.40			
							155.40		
						CHECK TOTAL	**155.40**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63454353			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001675 5671		BLDG DEPT	GASOLINE		50.09			
							50.09		
						CHECK TOTAL	**50.09**		
4242	FLEETCOR TECHNOLOGIES	0000		INV	12/19/2022	NP63454121			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5671		SHERIFF	GASOLINE		7,814.17			
							7,814.17		
						CHECK TOTAL	**7,814.17**		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	1101125 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	103076 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		78.00			
							78.00		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	101270 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		40.00			
							40.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	104467 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		76.60			
							76.60		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	110293 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		105.00			
							105.00		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	110289 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001333 5510		MARINA	HEAT LIGHT		78.00			
							78.00		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	108970 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		77.50			
							77.50		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	109982 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5510		IMP EXP	HEAT LIGHT		9,855.46			
							9,855.46		
2862	HANCOCK COUNTY WATER	0000		INV	12/19/2022	110291 NOV 22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		105.00			
							105.00		
						CHECK TOTAL	**10,493.06**		
9478	INDUSTRIAL WELDING SU	0000		INV	12/19/2022	37392030			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5699		RD MNT	OTH CNS		162.11			
							162.11		
						CHECK TOTAL	**162.11**		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010061810 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 154523 5510		ARENA	HEAT LIGHT		25.00			
							25.00		

Attachment: 12192022 docket (11844 : Approve docket of claims for December 19, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010041825 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001411 5510		ANIM SHLT HEAT LIGHT				164.10		
							164.10		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020002720 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				82.98		
							82.98		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092810 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				79.62		
							79.62		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092410 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				916.44		
							916.44		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010059250 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				25.00		
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010094800 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				75.00		
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092500 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				75.00		
							75.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010059260 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				25.00		
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020149625 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS HEAT LIGHT				25.00		
							25.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020002700 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT			110.79		
							110.79		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092800 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 150300 5510		RD MNT	HEAT LIGHT			95.28		
							95.28		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010042105 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			87.66		
							87.66		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010061800 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 154523 5510		ARENA	HEAT LIGHT			765.54		
							765.54		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092550 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			283.96		
							283.96		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010042100 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			1,796.01		
							1,796.01		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092600 NOV 22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			85.11		
							85.11		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020100976 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001531 5510		RECREATION	HEAT LIGHT			25.83		
							25.83		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010042090 NOV22			
	ACCOUNT DETAIL						**LINE AMOUNT**		
	1 001530 5510		MCLEOD PK	HEAT LIGHT			123.78		
							123.78		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	010092551 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020152100 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
913	KILN UTILITY & FIRE D	0000		INV	12/19/2022	020219900 nov22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		26.62			
							26.62		
						CHECK TOTAL	**4,943.72**		
99998	UPS	0000		INV	12/19/2022	00007274X8482			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5501		SHERIFF	POSTAGE AN		8.90			
							8.90		
						CHECK TOTAL	**8.90**		
1167	MISSISSIPPI POWER COM	0000		INV	12/19/2022	SB78512-41003 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 156331 5510		SEAWALL	HEAT LIGHT		1,060.69			
	2 001151 5510		BLDS/GRNDS	HEAT LIGHT		3,440.62			
							4,501.31		
						CHECK TOTAL	**4,501.31**		
7201	MOBILE MONITORING FLE	0000		INV	12/19/2022	2651295			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5599		IMP EXP	OTHER CONT		367.30			
							367.30		
						CHECK TOTAL	**367.30**		
7201	MOBILE MONITORING FLE	0000		INV	12/19/2022	2651600			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 096153 5599		MAPPING	OTHER CONT		145.95			
							145.95		
						CHECK TOTAL	**145.95**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9612	MS DEPT OF REVENUE	0000		INV	12/19/2022	1GNSCLEDXPR177536			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
9612	MS DEPT OF REVENUE	0000		INV	12/19/2022	1GNSCLED8PR177440			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
9612	MS DEPT OF REVENUE	0000		INV	12/19/2022	1GNSCLED5PR177413			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
9612	MS DEPT OF REVENUE	0000		INV	12/19/2022	1GNSCLED4PR177452			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5669		SHERIFF	LIC TAGS		12.00			
							12.00		
						CHECK TOTAL	**12.00**		
5556	PEARL RIVER CENTRAL W	0000		INV	12/19/2022	310510 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		17.00			
							17.00		
5556	PEARL RIVER CENTRAL W	0000		INV	12/19/2022	310500 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		17.00			
							17.00		
						CHECK TOTAL	**34.00**		
7030	PEARLINGTON WATER & S	0000		INV	12/19/2022	NOV 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 150300 5510		RD MNT	HEAT LIGHT		37.25			

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
							37.25		
7030	PEARLINGTON WATER & S	0000		INV	12/19/2022	00000710 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		94.25			
							94.25		
						CHECK TOTAL	**131.50**		
1381	POSTMASTER	0000		INV	12/19/2022	YOUTH COURT			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001163 5501		YOUTH CT	POSTAGE AN		600.00			
							600.00		
						CHECK TOTAL	**600.00**		
8180	SOUTHERN LIGHT, LLC	0001		INV	12/19/2022	343834			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		5,540.10			
							5,540.10		
						CHECK TOTAL	**5,540.10**		
3475	SPECIAL RISK INSURANC	0000		INV	12/19/2022	82172			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 117259 5710		Q-FEN VFD	VFD EXP		2,123.00			
							2,123.00		
3475	SPECIAL RISK INSURANC	0000		INV	12/19/2022	82371			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 117259 5710		Q-FEN VFD	VFD EXP		6,240.00			
							6,240.00		
						CHECK TOTAL	**8,363.00**		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	010192550 nov22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	030006725 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		25.00			
							25.00		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	010192500 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		25.00			
							25.00		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	080014380 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		27.00			
							27.00		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	0900005925 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001531 5510		RECREATION	HEAT LIGHT		27.00			
							27.00		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	090001135 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		27.00			
							27.00		
8031	STANDARD DEDEAUX WATE	0000		INV	12/19/2022	080012230 NOV22			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001151 5510		BLDS/GRNDS	HEAT LIGHT		27.00			
							27.00		
						CHECK TOTAL	**183.00**		
4646	TEC	0000		INV	12/19/2022	1062552			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001105 5502		TAX/COL	TELEPHONE		2.33			
	2 001102 5502		CIRC CLK	TELEPHONE		15.15			
	3 097110 5502		EMER 911	TELEPHONE		98.66			
							116.14		
						CHECK TOTAL	**116.14**		
8364	THOMSON REUTERS-WEST	0000		INV	12/19/2022	847439535			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5609		SHERIFF	SOFTWARE		1,649.12			
							1,649.12		
						CHECK TOTAL	**1,649.12**		

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
9439	CELICO PARTNERSHIP	0001		INV	12/19/2022	9921429129			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5504		INFO TECH	INTERNET		120.03			
							120.03		
						CHECK TOTAL	**120.03**		
9439	CELICO PARTNERSHIP	0001		INV	12/19/2022	9921429128			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5502		SHERIFF	TELEPHONE		160.06			
							160.06		
						CHECK TOTAL	**160.06**		
9716	VISA	0000		INV	12/19/2022	NOV 27 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001220 5476		IMP EXP	MEALS/LDG		37.79			
							37.79		
						CHECK TOTAL	**37.79**		
9716	VISA	0000		INV	12/19/2022	12-11-2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001200 5476		SHERIFF	MEALS/LDG		251.91			
							251.91		
						CHECK TOTAL	**251.91**		
9716	VISA	0000		INV	12/19/2022	NOVEMBER 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001100 5480		SUPERVIS	TRAINING		520.00			
	2 001100 5480		SUPERVIS	TRAINING		520.00			
	3 001100 5479		SUPERVIS	TRAV CARR		498.41			
	4 001100 5479		SUPERVIS	TRAV CARR		448.54			
	5 001675 5476		BLDG DEPT	MEALS/LDG		150.95			
							2,137.90		
						CHECK TOTAL	**2,137.90**		
9716	VISA	0001		INV	12/19/2022	NOV 2022			
	ACCOUNT DETAIL					**LINE AMOUNT**			
	1 001125 5544		INFO TECH	MNT AG		79.99			
	2 096153 5571		MAPPING	DUES AND S		558.50			

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

CASH ACCOUNT: 999 1002 CASH IN BANK

VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
						638.49		
					CHECK TOTAL	**638.49**		

139	**INVOICES**	**WARRANT TOTAL**	**128,599.60**	**128,599.60**
		CASH ACCOUNT BALANCE		**53,758,264.56**

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Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

Preliminary Check Run Summary

CHECK RUN: 12192022 12/19/2022
DUE DATE: 12/19/2022

FUND	ORG		ACCOUNT		AMOUNT	AVLB BUDGET
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5479-	TRAVEL IN PUBLIC CARR	946.95	1,396.04
001	001100	BOARD OF SUPERVISORS	001-10-100-00-000-5480-	TRAINING & SEMINARS	1,040.00	3,105.00
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5502-	TELEPHONE SERVICE	13.93	53.36
001	001101	CHANCERY CLERKS DEPAR	001-10-101-00-000-5671-	GASOLINE	29.16	431.05
001	001102	CIRCUIT CLERK'S DEPAR	001-10-102-00-000-5502-	TELEPHONE SERVICE	83.59	99.04
001	001105	TAX ASSESSOR/COLLECTO	001-10-105-00-000-5502-	TELEPHONE SERVICE	66.19	174.99
001	001125	IT DEPARTMENT	001-10-125-00-000-5504-	INTERNET SERVICES	5,660.13	188.99
001	001125	IT DEPARTMENT	001-10-125-00-000-5544-	MAINTENANCE AGREEMENT	79.99	8,884.36
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5502-	TELEPHONE SERVICE	3,675.48	13,934.22
001	001151	MAINT OF BUILDING & G	001-10-151-00-000-5510-	HEAT LIGHT POWER GAS	15,421.73	47,003.01
001	001160	CHANCERY COURT	001-10-160-00-000-5411-	COURT REPORTERS	6,423.13	33,811.45
001	001160	CHANCERY COURT	001-10-160-00-000-5414-	CT ADM FEES	1,479.72	6,122.00
001	001160	CHANCERY COURT	001-10-160-00-000-5550-	LEGAL FEES	1,467.18	1,505.08
001	001161	CIRCUIT COURT	001-10-161-00-000-5414-	CT ADM FEES	2,311.37	2,781.43
001	001161	CIRCUIT COURT	001-10-161-00-000-5418-	COURT REPORTERS	6,707.60	11,474.24
001	001161	CIRCUIT COURT	001-10-161-00-000-5550-	LEGAL FEES	379.66	4,305.00
001	001163	YOUTH COURT	001-10-163-00-000-5501-	POSTAGE AND BOX RENT	600.00	6.00
001	001163	YOUTH COURT	001-10-163-00-000-5502-	TELEPHONE SERVICE	25.31	1,872.02
001	001163	YOUTH COURT	001-10-163-00-000-5671-	GASOLINE	39.73	0.00
001	001168	DISTRICT ATTORNEY'S O	001-10-168-00-000-5502-	TELEPHONE SERVICE	82.37	18.09
001	001200	SHERIFF	001-20-200-00-000-5476-	MEALS AND LODGING	251.91	195.95
001	001200	SHERIFF	001-20-200-00-000-5501-	POSTAGE AND BOX RENT	8.90	43.55
001	001200	SHERIFF	001-20-200-00-000-5502-	TELEPHONE SERVICE	3,951.01	50.04
001	001200	SHERIFF	001-20-200-00-000-5513-	CABLE TELEVISION	115.94	0.00
001	001200	SHERIFF	001-20-200-00-000-5609-	SOFTWARE	1,649.12	1,032.94
001	001200	SHERIFF	001-20-200-00-000-5669-	LICENSE TAGS	48.00	18.25
001	001200	SHERIFF	001-20-200-00-000-5671-	GASOLINE	15,607.18	39,711.73
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5476-	MEALS AND LODGING	37.79	400.75
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5510-	HEAT LIGHT POWER GAS	16,676.54	155.61
001	001220	IMPRISONMENT EXPENSE	001-20-220-00-000-5599-	OTHER CONTRACTUAL SER	367.30	6,312.23
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5502-	TELEPHONE SERVICE	71.96	270.86
001	001260	EMERGENCY MANAGEMENT	001-20-260-00-000-5513-	CABLE TELEVISION	167.99	1.12
001	001333	MARINA	001-30-333-00-000-5510-	HEAT LIGHT POWER GAS	4,964.72	559.94
001	001411	ANIMAL SHELTER	001-40-411-00-000-5510-	HEAT LIGHT POWER GAS	932.72	1,001.31
001	001450	WELFARE DEPARTMENT	001-40-450-00-000-5510-	HEAT LIGHT POWER GAS	2,948.73	782.07
001	001530	MCLEOD PARK	001-50-530-00-000-5510-	HEAT LIGHT POWER GAS	3,744.54	56.05
001	001531	RECREATION DEPARTMENT	001-50-531-00-000-5510-	HEAT LIGHT POWER GAS	7,022.12	451.04
001	001630	SOIL CONSERVATION	001-60-630-00-000-5502-	TELEPHONE SERVICE	122.86	359.64
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5476-	MEALS AND LODGING	150.95	589.15
001	001675	BUILDING DEPARTMENT	001-70-675-00-000-5671-	GASOLINE	101.89	87.29

Attachment: 12192022 docket (11844 : Approve docket of claims for December 19, 2022)

Hancock County Board of Supervisors

PRELIMINARY ACCOUNTS PAYABLE CHECK RUN REPORT

					FUND TOTAL	**105,475.39**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**				
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5502-	TELEPHONE SERVICE	362.39	1.38
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5571-	DUES AND SUBSCRIPTION	558.50	56.50
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5599-	OTHER CONTRACTUAL SER	145.95	617.56
096	096153	REAPPRAISAL & MAPPING	096-10-153-00-000-5671-	GASOLINE	440.63	3,739.90
				FUND TOTAL	**1,507.47**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
097	097110	EMERGENCY 911	097-10-110-00-000-5502-	TELEPHONE SERVICE	1,183.96	6,803.10
097	097110	EMERGENCY 911	097-10-110-00-000-5504-	INTERNET SERVICES	374.73	20.18
097	097110	EMERGENCY 911	097-10-110-00-000-5510-	HEAT LIGHT POWER GAS	696.06	2,060.29
097	097110	EMERGENCY 911	097-10-110-00-000-5544-	MAINTENANCE AGREEMENT	4,052.00	399.12
				FUND TOTAL	**6,306.75**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
117	117259	QTR MILL-FENTON VFD	117-20-259-00-000-5710-	VOLUNTEER FIRE DEPT E	8,363.00	10,923.82
				FUND TOTAL	**8,363.00**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5510-	HEAT LIGHT POWER GAS	4,711.23	568.38
150	150300	ROAD MAINTENANCE FUND	150-30-300-00-000-5699-	OTHER CONSUMABLE SUPP	162.11	1,526.18
				FUND TOTAL	**4,873.34**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
154	154523	MULTIPURPOSE ARENA	154-50-523-00-000-5510-	HEAT LIGHT POWER GAS	790.54	1,312.51
				FUND TOTAL	**790.54**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
156	156331	SEAWALL	156-30-331-00-000-5510-	HEAT LIGHT POWER GAS	1,283.11	4,892.37
				FUND TOTAL	**1,283.11**	
CASH ACCOUNT 999 1002			**BALANCE 53,758,264.56**			
				WARRANT SUMMARY TOTAL	**128,599.60**	
				GRAND TOTAL	**128,599.60**	

Attachment: 12192022 docket (11844 : Approve docket of claims for December 19, 2022)

Hancock County Board of Supervisors

Regular Meeting Minutes

December 5, 2022 at 9:00 a.m.

Board Meeting Room

1. Call to Order

A. Pledge of Allegiance
B. Invocation

2. Roll Call

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Present	

3. Amendments to the Agenda

4.H.3. - Motion to open and take under advisement Bids received for Hancock County Term Bids (Newspaper Publication Services, Depository Services, Office and Janitorial Supplies and Road and Building Supplies), and spread all Proofs of Publications on the Minutes.

5.A.2. Executive Session regarding Economic Development and Port and Harbor

7.E.2. - Motion to approve and spread on the Minutes, Order Authorizing Purchase of Incentives for the Family Treatment Court, and authorize cutting a check in the amount of $1,000.00 to Walmart, and add to today's docket.

8.D.2. - Motion to approve the appointment of Stephen Hathorn to the Hancock County Water and Sewer Commission to fill the unexpired seat left vacant by Tommy Hayes. Mr. Hathorn's appointment will expire June 30, 2024.

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

7.H.8. - Motion to approve the Hancock County Sand Beach Department to purchase the materials (wood, fasteners and anchoring stakes) to provide to the Keep Waveland Beautiful Committee to build wood box surrounds around the sand beach garbage can drums; monies are already budgeted for this project in Sand and Beach, which will cover the costs of the garbage can drums. The wood boxes will be painted by local students and young adult artists.

7.H.9. - Motion to authorize Road Manager and the Hancock County Road and Bridge Department to use the Boom Max for the City of Bay St. Louis on city streets.

8.C.1. - Motion to amend the agenda to add letter and Image Release Agreement from Ben Gelera with Constant Daydreamer Films, LLC for permission to use name and likeness of Hancock County, Mississippi for a film tentatively entitled "Sweating Bullets".

A. **Motion to:** Motion to accept the agenda.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held at 9:00 a.m. on Monday, December 19, 2022.

B. Biweekly payroll for ending date November 19, 2022 with a check date November 25, 2022 totaled $807,449.70.

C. The Board of Supervisors will be in session for a Recessed Meeting/Workshop, this morning, to proceed at approximately 11:00 a.m., following the Regular Meeting, for the purpose of Hancock County Road Plan website training.

D. The Board of Supervisors will be in session for a Public Hearing, on Monday, December 19 2022, at 1:30 p.m., regarding Petitions to adopt or abandon certain roads within Hancock County.

E. The Board of Supervisors will be in session for a Public Hearing on Monday, December 19, 2022 at 1:00 p.m., to determine if the property located at 5014 Cardinal Street, Bay St. Louis, Mississippi 39520 constitutes a Public Nuisance.

F. The Board of Supervisors will be accepting sealed proposals for a 2022, or newer, Dozer, on December 19, 2022 at 10:00 a.m., in the Board Meeting Room, located at 854 Highway 90, Suite A, Bay St. Louis, Mississippi 39520.

G. The Board of Supervisors will be accepting sealed proposals for a 2022, or newer, Midsized Excavator, on December 19, 2022 at 10:00 a.m., in the Board Meeting Room, located at 854 Highway 90, Suite A, Bay St. Louis, Mississippi 39520.

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

H. Bid Openings

1. Motion to award RFQ for Pre-Disaster Debris Monitoring, based on the highest score to Tetra Tech, and spread on the Minutes, the Disaster Debris Monitoring Talley and Scoring Sheets and authorize County Attorney to negotiate contract with Tetra Tech as the highest rated priority bidder.**Approved Pending Further Action**

   RESULT: **APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
   MOVER: Theresa Ryan, District 1
   SECONDER: Greg Shaw, District 2
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to award RFQ for Pre-Disaster Debris Consulting, based on the highest score to DCMC Partners and spread on the Minutes, the Disaster Debris Consulting Rating and Talley Sheets, and authorize County Attorney to negotiate contract with DCMC Partners as the highest rated priority bidder.**Approved Pending Further Action**

   RESULT: **APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
   MOVER: Greg Shaw, District 2
   SECONDER: Theresa Ryan, District 1
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to award Bid for Emergency, Disaster, or Provisional Debris Removal and Disposal Services and spread Bid Tabulation on the Minutes.**No Action Taken**

   RESULT: **NO ACTION TAKEN**

4. Motion to spread on the Minutes, Certified Proofs of Publications for Hancock County Term Bids (Newspaper Publication Services, Depository Services, Office and Janitorial Supplies, Road and Building Supplies).**Approved**

   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Scotty Adam, District 4
   SECONDER: Kodie Koenenn, District 3
   AYES: Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to open and take under advisement Bids received for Hancock County Term Bids (Newspaper Publication Services, Depository Services, Office and Janitorial Supplies, Road and Building Supplies).**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. External Business Agenda

A. Port & Harbor Commission

1. Motion to accept the Hancock County Port & Harbor Commission's Resolution #20221128-01, approving the November 28, 2022 Docket of Claims.**Approved**

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RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Executive Session

1. Motion to enter into Closed Session to consider the need for an Executive Session regarding Economic Development Business Expansion.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to enter into Executive Session regarding Economic Development Business Expansion with Blaine LaFontaine from Port and Harbor joining in the Session.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to exit Executive Session regarding Economic Development Business Expansion with no action taken.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to amend the agenda to authorize county attorney to execute an assignment of provision authorizing the assignment of the Lazy Magnolia lease in proper form and execution by Board President.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to authorize county attorney to allow an assignment provision for the Lazy Magnolia lease in proper form and execution by Board President.**Approved Pending Further Action**

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. GRPC - Jeff Loftus

1. Motion to approve and authorize Board President to sign Payment Request 4 for FY22 Clermont Harbor Pier Expansion.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the Tidelands Grant Agreement for the FY23 McLeod Park Bulkhead Improvements Award of $336,000.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to request Board approval to authorize the County to Request Cost Proposals to procure an HHWD Collection Contractor, Electronics Waste Collection Contractor, and a Waste Oil Collection for the April 15, 2023 Collection Day event.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Darrin Bo Ladner, District 5
SECONDER: Greg Shaw, District 2
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to request Board approval to authorize the Purchasing Clerk to write purchase orders for Hancock Hazardous Waste Day Supplies and Services: a. Event Shirts, b. Flyer/Educational Printing, c. Event Reminder and or Directional Signs, d. Roll-Off Containers and Landfill Disposal Fees, e. Safety Glasses, f. Work Gloves, g. Masks, h. Stretch Wrap, i. Rental Equipment (i.e. floor jack), and j. Radio and Newspaper - Press Releases, Public Notices, Requests for volunteers.**Approved**

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Scotty Adam, District 4
SECONDER: Kodie Koenenn, District 3
AYES: Ryan, Shaw, Koenenn, Adam, Ladner

D. Digital Engineering - Bruce Newton

1. Presentation from Bruce Newton with Digital Engineering with the December 1, 2022, Stormwater Program Status update.**No Action Taken**

RESULT: **NO ACTION TAKEN**

6. Departmental Agendas

A. Emergency Management Agency

1. Motion to approve the following fire investigator appointments from Sheriff Ricky Adam: Brian T. Adam, John Albert Evans, John Favaloro, Bob Armstrong, Holly Bilbo, and Dustin Moeller.**Approved**
   The record reflects a full recusal from the discussion and vote on this item by District 4 Supervisor, Scotty Adam; Mr. Adam left the room at 9:34 a.m. The record further reflects District 4 Supervisor, Scotty Adam, reentered the room at 9:35 a.m. to participate in the remainder of the meeting.

RESULT: **APPROVED [4 TO 0]**
MOVER: Greg Shaw, District 2
SECONDER: Theresa Ryan, District 1
AYES: Theresa Ryan, Greg Shaw, Kodie Koenenn, Darrin Bo Ladner
RECUSED: Scotty Adam

B. E-911/Dispatch

1. Motion to approve the following personnel changes for E-911/Dispatch: a. Accept the resignation of Ashley Thompson, effective November 25, 2022. b.

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

Accept the resignation of David Perks, effective November 29, 2022. c. Approve hiring Chrystain Barnett, as a full-time Dispatcher, at a rate of pay of $14.00 per hour, effective December 4, 2022, pending successful completion of drug screen and physical and a 90 day probationary period, d. Approve hiring Shea Welford, as a full-time Dispatcher, at a rate of pay of $15.50 per hour, effective December 4, 2022, pending successful completion of drug screen and physical and a 90 day probationary period.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

C. Animal Shelter

D. Justice Court

E. IT Department

F. Purchasing

1. Motion to approve Jeff Hair and Johnathan Favre to attend the Mississippi Coroner Medical Examiner's 2023 Winter Conference to be held in Flowood, Mississippi on January 18 thru January 20, 2023, with a conference fee of $250 each, lodging for two rooms, two nights at the Hilton Garden Inn at $109 per night per person. Meal and mileage will be reimbursed.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the purchase of a fence from Southern Exteriors Fence Company, in the amount of $19,012.00 for the Sheriff's Department, and spread both quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve Commercial Cleaning Services from CBR in the amount of $26,500.00, and spread both quotes on the Minutes.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve the purchase of Reflective Beads from PPG Paints in the amount of $6,116.80 for the Road and Bridge Department, and spread both quotes on the Minutes. This purchase is budgeted.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Motion to approve the purchase of Road Striping Paint in the amount of $12,632.50 from Crown USA, Inc., for The Road and Bridge Department, and spread both quotes on the Minutes. This purchase is budgeted.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to approve the purchase of Cages, Sirens and Lights from Dana Safety Supply, for the Sheriff Department's Tahoes in the amount of $20,109.16, and spread both quotes on the Minutes.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to approve and spread on the Minutes, the Credit Card Report for December 5, 2022. This report reflects all credit cards charges that are presently on the docket today for payment.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. Planning and Zoning

1. Motion to approve the Planning Commission Meeting Minutes held on November 17, 2022.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

H. Parks & Recreation

I. Inventory Clerk

J. Comptroller

1. Motion to approve the docket of claims for December 5, 2022 in the amount of $1,826,992.21.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve the following Interfund Transfers: a. Transfer into Fleet Maintenance $50,000 of that $14,000 from the General Fund, $33,000 from the Road Fund, and $3,000 from the Seawall Fund.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve the attached budget amendments.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. Board Secretary

1. Motion to approve Regular Meeting Minutes of Monday November 21st, 2022**Accepted**

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Elected/Appointed Agendas

A. Sheriff's Office

1. Motion to approve and accept the sealed bid from Cannon Motors of MS on purchasing (4) 2023 Chevrolet Tahoe Police Package Vehicles in the amount $42,925.00 per vehicle.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the FY24 Impaired Driving and Occupant Protection Grant Applications.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the following personnel changes: a. Increase Ryan Fife pay to narcotics pay, at a rate of pay of $21.50 per hour, effective December 18, 2022. b. Remove Michael Martin from payroll, effective December 04, 2022. c. Move James Sanderford to part time Correctional Officer, at a rate of pay $12.00 per hour, effective December 17, 2022. d. Add Harley Caughlin to payroll as a full time Deputy, at a rate of pay $20.00 per hour, effective December 05, 2022. e. Add Stella Broder to payroll, at a rate of pay of $24.19 per hour, effective January 1, 2023. This position will be 100% reimbursed by HIDTA. f. Add Emily Burks to payroll, at a rate of pay of $19.23 per hour, effective January 1, 2023. This position will be 100% reimbursed by HIDTA.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, acknowledgement of the receipt of the monthly inmate meal log from the Hancock County Adult Detention Center for the month of November 2022, as on file with the County Administrator, pursuant to Mississippi State Statute 19-25-74.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Youth Court / Family Treatment Court

1. Motion to approve changing Cecile Tebo back to a full-time position (40) hours per week, effective December 5, 2022, with her new salary being 58,349.72. Ms. Tebo's salary is fully reimbursable by federal/state funds; the federal grant pays for her salary and CPS pays a portion of her benefits.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and spread on the Minutes, Order Authorizing Purchase of Incentives for the Family Treatment Court, and authorize cutting a check in the amount of $1,000.00 to Walmart, and add to today’s docket.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

F. Chancery Clerk

1. Motion to approve a records management contract between the Hancock County Board of Supervisors and Tim Kellar in the amount of $2,000 per month, for a period of time beginning January 1, 2023 - December 31, 2023,

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

approve a budget amendment, and authorize County Attorney, Gary Yarborough to prepare the agreement to include the scope of work (anything that is not covered under another elected official), and bring back to the Monday, December 19, 2022 Meeting.**Approved Pending Further Action**

The record reflects this Motion was approved as amended pursuant to the Motion now reflected in the Motion body.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

G. County Engineer

1. Motion to approve and authorize Board President to sign Closeout Documents related to Hurricane Zeta Washington Street Pier Repairs Project.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding Stewart Street Bridge. The record reflects authorization for County Engineer to communicate to the Office of State Aid Road Construction that Hancock County does not have any immediate funds budged nor plans to perform maintenance on the Stewart Drive Bridge. Further, County Administrator, Jimmie Ladner, Jr., will set up a meeting with the Mayor Mike Favre with the City of Bay St. Louis to discuss and bring his findings back to the December 17, 2022 Meeting.**Approved Pending Further Action**

   The record reflects a finding as now reflected in the Motion body.

RESULT:	**APPROVED PENDING FURTHER ACTION [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Discussion regarding dredging in Jordan River Shores near Shawnee Street**No Action Taken**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT: **NO ACTION TAKEN**

H. Road Manager

1. Motion to approve hiring Dakota Carver as a Class II Laborer in the Sand Beach/Seawall Department, at a rate of pay of $12.50 per hour, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve hiring Hadyn Miller as a Class II part-time Custodian in Buildings and Grounds Department, at a rate of pay of $12.50 per hour, effective upon successful completion of physical and drug test.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to approve a new account with Coast Electric at the North Barn maintenance location for a new tar tank.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to approve authorizing Hancock County Road Department to add a flood light to the parking lot at the Lee Town Shelter.**Approved**
   The record reflects the Discussion of this matter resulted in the Motion now reflected in the Motion body.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

5. Discussion regarding Fire Alarm monitoring for the HHS Building and Annex Buildings**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

6. Motion to authorize reimbursement to Chari Rapp regarding damage to grinder station located at 17063 Kiln Acres Drive in the amount of $275.00, waving any immunity related to the finding and add to today's docket.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

7. Motion to amend Motion #11550 from the Monday, October 17, 2022, Board of Supervisor's meeting that set the hearing date for the October 2022 Road Petitions for Monday, December 5th at 1:30 p.m. The new hearing date will be Monday, December 19, 2022 at 1:30 p.m.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Motion to approve the Hancock County Sand Beach Department to purchase the materials (wood, fasteners and anchoring stakes) to provide to the Keep Waveland Beautiful Committee to build wood box surrounds around the sand beach garbage can drums; monies are already budgeted for this project in Sand and Beach, which will cover the costs of the garbage can drums. The wood boxes will be painted by local students and young adult artists.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

9. Motion to authorize Road Manager and the Hancock County Road and Bridge Department to use the Boom Max for the City of Bay St. Louis on city streets pursuant to Interlocal Agreement.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

The record reflects a brief discussion commenced regarding the Dedeaux Storm Shelter being ready for rentals. Road Manager will respond to the Board with his findings.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

I. Grant Administrator

1. Motion to approve April Shiyou to apply for Mississippi Municipality and County Water Infrastructure Grant Program for the following County drainage projects: Crazy Horse Drive, Pontiac Drive, and Texas Flat Road.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President to sign the Pre-Development Contracts from MDA for the KCDBG projects: Aircraft Packaging Hangar and Taxilane Sierra.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to spread on the Minutes, the attached FEMA Disaster Recovery time extension request for project worksheets 236, 267 and 451 for Hurricane Zeta.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

J. County Administrator

1. Motion to authorize all officials to attend the 2023 Mid-Winter Legislative Conference in Flowood, Mississippi on January 24 - 26, 2023.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to authorize all officials to attend the 2023 NACo Legislative Conference in Washington, DC on February 11-14, 2023.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to ratify Board President's signature and spread on the Minutes, Letter of Support to the Federal Railroad Administration regarding Port Bienville Short Line Railroad (PBVR) Intermodal Expansion in Hancock County, Mississippi.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to spread on the Minutes, the following 16th Section Land Matters: a. Hancock County School District Correspondence, b. Erica Edwards - Residential – Section 16-9-16W- Parcel #185E-2-16-001.000 (.05 acres) Residence of Irvin Edwards who is now deceased. Effective October 10, 2022, the lease will be assigned to Erica Edwards until expiration date of August 2nd, 2031 with a lease payment of $384.00 for the next 8 years, c. Jerome Vince - Residential – Section 16-9-16W- Parcel #185E-2-16-004.000 Lot#4-A (.07 acres) Residence of Isaac Vince who is now deceased. Effective October 10, 2022, the lease will be assigned to Jerome Vince, still residing in home. A personal request before death. Lease will be assigned until expiration on August 2, 2031, with an annual lease payment of $258.30, d. Rico Lee - Other – Section 29-5S-15W-Parcel #029-0-29-008.002 (2.7 acre) Leasing for large equipment storage. Effective November 1, 2022 for 5 years with an annual payment each year of $1064.82, e. Herbert Ritchie - Residential– Section 16-9S-15W – Lot # 62 -Parcel #185E-1-16-015.000 (1 acre) Prior lease will expire on November 2, 2022. New lease will be effective on November 3, 2022 for 5 years with an annual payment of $292.80 for the next 8 years.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

K. County Attorney

1. Motion to spread on the Minutes, letter to Granicus notifying termination of service, effective at 11:59 p.m. on January 31, 2023.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, letter to Mr. Wilson and Mr. Graves with Trinity Capital Investors regarding termination of Hancock County Mississippi's Investment and Custody Account.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

1. Motion to amend the agenda to add letter and Image Release Agreement from Ben Gelera with Constant Daydreamer Films, LLC for permission to use name and likeness of Hancock County, Mississippi for a film tentatively entitled "Sweating Bullets".**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to approve and authorize Board President's signature on an Image Release Agreement from Ben Gelera with Constant Daydreamer Films, LLC for permission to use name and likeness of Hancock County, Mississippi for a film tentatively entitled "Sweating Bullets".**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

D. District 4

1. Motion to approve the appointment of Stephen Hathorn to the Hancock County Water and Sewer Commission to fill the unexpired seat left vacant by Tommy Hayes. Mr. Hathorn's appointment will expire June 30, 2024.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Discussion regarding donation to Kiln VFW**No Action Taken**
   The record reflects District 4 Supervisor will reach out for a material list for an obstacle course for ROTC.

RESULT:	**NO ACTION TAKEN**

E. District 5

9. Public Comments

10. Executive Session

1. Motion to go into Closed Session to consider the need for an Executive Session to discuss personnel issues in the Board Office as requested by County Administrator.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Scotty Adam, District 4
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to go Enter Executive Session to discuss personnel issues in the Board Office as requested by County Administrator.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

3. Motion to Exit Executive Session with no action taken.**Approved**

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

4. Motion to change Valerie Fitts, Board Secretary's job title from Board Secretary to Board Secretary/Executive Assistant to the County Administrator, with a salary increase to an amount of $42,000.00 per year, effective December 5, 2022.**Approved**

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

11. CivicLink Road Maintenance Training

The record reflects the Board entered into a workshop to train for road maintenance on CivicLink software.

12. Motions Approved With Further Action

A. 11724: Motion to award RFQ for Pre-Disaster Debris Monitoring, based on the highest score to Tetra Tech, and spread on the Minutes, the Disaster Debris Monitoring Talley and Scoring Sheets and authorize County Attorney to negotiate contract with Tetra Tech as the highest rated priority bidder.

B. 11725: Motion to award RFQ for Pre-Disaster Debris Consulting, based on the highest score to DCMC Partners and spread on the Minutes, the Disaster Debris Consulting Rating and Talley Sheets, and authorize County Attorney to negotiate contract with DCMC Partners as the highest rated priority bidder.

C. 11774: Motion to authorize county attorney to allow an assignment provision for the Lazy Magnolia lease in proper form and execution by Board President.

D. 11761:Motion to approve a records management contract between the Hancock County Board of Supervisors and Tim Kellar in the amount of $2,000 per month, for a period of time beginning January 1, 2023 - December 31, 2023, approve a budget amendment, and authorize County Attorney, Gary Yarborough to prepare the agreement to include the scope of work (anything that is not covered under another elected official), and bring back to the Monday, December 19, 2022 Meeting.

E. 11741: Discussion regarding Stewart Street Bridge. The record reflects authorization for County Engineer to communicate to the Office of State Aid Road Construction that Hancock County does not have any immediate funds budged nor plans to perform maintenance on the Stewart Drive Bridge.

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

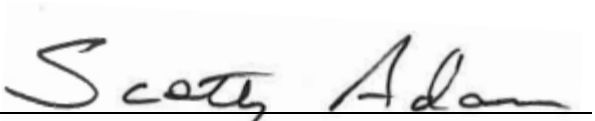
Further, County Administrator, Jimmie Ladner, Jr., will set up a meeting with the Mayor Mike Favre with the City of Bay St. Louis to discuss and bring his findings back to the December 17, 2022 Meeting.

13. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 12:48:38 PM.**Adopted**

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Theresa Ryan, District 1
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the December 5, 2022 have been read and approved.



Supervisor Scotty Adam, President

Minutes Acceptance: Minutes of Dec 5, 2022 9:00 AM (Board Secretary)

IN THE COUNTY COURT OF HANCOCK COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, *ex relatio*
HANCOCK COUNTY SHERIFF'S DEPARTMENT — PETITIONER

VERSUS — CAUSE NO. CC22-0021

$1,400.00 in U.S. currency and one 2015
Infinity QX 70, VIN# JN8CS1MU9FM381539
(Corey D. Robertson) — RESPONDENT

AGREED ORDER OF FORFEITURE

There appearing the undersigned Assistant District Attorney, for the State of Mississippi, and Defendant COREY D. ROBERTSON, appearing on his own behalf, and the Court being advised that the parties having reached an agreement whereby the Defendant COREY D. ROBERTSON forfeits and abandons all rights, title and interest to the Hancock County Sheriff's Office in One Thousand Four Hundred Dollars $1,400.00 in U.S. currency and 2015 Infinity QX 70 sport utility vehicle, VIN# JN8CS1MU9FM381539.

IT IS THEREFORE, hereby ordered that One Thousand Four Hundred Dollars $1,400.00 in U.S. currency and 2015 Infinity QX 70 sport utility vehicle, VIN# JN8CS1MU9FM381539 belonging to Defendant COREY D. ROBERTSON is forfeited to the Hancock County Sheriff's Department, pursuant to Mississippi Code §41-29-153 through §41-29-185 and said assets are to be used or disposed of according to law.

ORDERED, this the 13th day of December, 2022.

CIRCUIT COURT JUDGE
COUNTY

AGREED:

ASSISTANT DISTRICT ATTORNEY

DEFENDANT

ATTORNEY FOR DEFENDANT

Attachment: Vehicle (11826 : Add to Inventory the court awarded items)

IN THE CIRCUIT COURT OF HANCOCK COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VS.

CAUSE NOS. B2301-22-216
B2301-22-217

COREY D. ROBERTSON

AGREED DECLARATION OF FORFEITURE

There appearing the undersigned Assistant District Attorney, for the State of Mississippi, and the Defendant COREY D. ROBERTSON appearing on his own behalf and represented by counsel Hon. Jim Davis, Attorney at Law, and the parties having reached an agreement to the property therein. Defendant forfeits and abandons all rights, title and interest to the Hancock County Sheriff's Department in:

(1) One Kriss Vector; .45 Caliber submachine gun, serial # 45P012333;

(2) One Glock 35 Gen.4 .40 caliber handgun, serial # WFP381; and

(3) All associated accessories, magazines and ammunition.

IT IS THEREFORE, hereby ordered that the Kriss Vector; .45 Caliber submachine gun, serial # 45P012333 and Glock 35 Gen.4 .40 caliber handgun, serial # WFP381; and assorted ammunition, magazines and accessories, previously belonging to Defendant COREY D. ROBERTSON, is forfeited to the Hancock County Sheriff's Department, and said assets are to be used or disposed of according to law.

ORDERED, this the 12th day of December, 2022.

CIRCUIT COURT JUDGE

AGREED TO BY:

Assistant District Attorney

Attorney for Defendant

Defendant

FILED

DEC 12 2022

KENDRA NECAISE
CIRCUIT CLERK, HANCOCK CO.
By _____ D.C.

Attachment: Guns (11826 : Add to Inventory the court awarded items)

IN THE COUNTY COURT OF HANCOCK COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI, *ex relatio*
HANCOCK COUNTY SHERIFF'S DEPARTMENT — PETITIONER

VERSUS — CAUSE NO. CC22-0021

$1,400.00 in U.S. currency and one 2015
Infinity QX 70, VIN# JN8CS1MU9FM381539
(Corey D. Robertson) — RESPONDENT

AGREED ORDER OF FORFEITURE

There appearing the undersigned Assistant District Attorney, for the State of Mississippi, and Defendant COREY D. ROBERTSON, appearing on his own behalf, and the Court being advised that the parties having reached an agreement whereby the Defendant COREY D. ROBERTSON forfeits and abandons all rights, title and interest to the Hancock County Sheriff's Office in One Thousand Four Hundred Dollars $1,400.00 in U.S. currency and 2015 Infinity QX 70 sport utility vehicle, VIN# JN8CS1MU9FM381539.

IT IS THEREFORE, hereby ordered that One Thousand Four Hundred Dollars $1,400.00 in U.S. currency and 2015 Infinity QX 70 sport utility vehicle, VIN# JN8CS1MU9FM381539 belonging to Defendant COREY D. ROBERTSON is forfeited to the Hancock County Sheriff's Department, pursuant to Mississippi Code §41-29-153 through §41-29-185 and said assets are to be used or disposed of according to law.

ORDERED, this the 13th day of December, 2022.

CIRCUIT COURT JUDGE
COUNTY

AGREED:

ASSISTANT DISTRICT ATTORNEY

DEFENDANT

ATTORNEY FOR DEFENDANT

Attachment: Vehicle (11827 : Surplus the following court awarded items)

IN THE CIRCUIT COURT OF HANCOCK COUNTY, MISSISSIPPI

STATE OF MISSISSIPPI

VS.

CAUSE NOS. B2301-22-216
B2301-22-217

COREY D. ROBERTSON

AGREED DECLARATION OF FORFEITURE

There appearing the undersigned Assistant District Attorney, for the State of Mississippi, and the Defendant COREY D. ROBERTSON appearing on his own behalf and represented by counsel Hon. Jim Davis, Attorney at Law, and the parties having reached an agreement to the property therein. Defendant forfeits and abandons all rights, title and interest to the Hancock County Sheriff's Department in:

(1) One Kriss Vector; .45 Caliber submachine gun, serial # 45P012333;

(2) One Glock 35 Gen.4 .40 caliber handgun, serial # WFP381; and

(3) All associated accessories, magazines and ammunition.

IT IS THEREFORE, hereby ordered that the Kriss Vector; .45 Caliber submachine gun, serial # 45P012333 and Glock 35 Gen.4 .40 caliber handgun, serial # WFP381; and assorted ammunition, magazines and accessories, previously belonging to Defendant COREY D. ROBERTSON, is forfeited to the Hancock County Sheriff's Department, and said assets are to be used or disposed of according to law.

ORDERED, this the 12th day of December, 2022.

CIRCUIT COURT JUDGE

AGREED TO BY:

Assistant District Attorney

Attorney for Defendant

Defendant

FILED

DEC 12 2022

KENDRA NECAISE
CIRCUIT CLERK, HANCOCK CO.
By _____ D.C.

Attachment: Guns (11827 : Surplus the following court awarded items)

TIMOTHY A. KELLAR
CHANCERY CLERK - LAND REDEMPTION
854 HWY 90, STE B
BAY ST. LOUIS, MISSISSIPPI 39520

THE FIRST, A NATIONAL BANK ASC
800 HWY 90, BAY ST. LOUIS, MS 39520
85-336
653

CHECK # 317

VOID AFTER 1 YEAR

CHK DATE	AMOUNT
12/01/2022	$*****6402.4

*****6402 DOLLARS & 40 CENTS

PAY TO THE ORDER OF:

HANCOCK COUNTY

00000

NON-NEGOTIABLE
NON-NEGOTIABLE
NON-NEGOTIABLE

<0031782< *065303360* <0805007051< 0000640240

Attachment: 20221215111853 (11828 : Spread Land Redemption Settlement Check November)

Vendor	Invoice	----Pay To----	Amount		Typ	JNL	CHECK#	BK
21 0050	2022113039	ANTHONY D FEBBRARO	302.82	*	R	A		F
MSSD	2022113007	BAY ST LOUIS MSSD	8.94	*	R	A		F
21 0005	2022113028	BOAZ TAX SALE PROPERTI	1043.24	*	R	A		F
20 0030	2022113014	BONNIE F SANDERS	5.62	*	R	A		F
21 0109	2022113045	BRETT A LADNER	492.32	*	R	A		F
20 0042	2022113017	BROCKET LLC	852.60	*	R	A		F
21 0004	2022113027	CASA PORCA LLC	774.57	*	R	A		F
20 0071	2022113020	CASTLE ON THE HILL LLC	2747.47	*	R	A		F
CC	2022113002	CHANCERY CLERK	25051.84	*	R	A		F
21 0064	2022113040	CHRIS CELINO	319.95	*	R	A		F
BSL	2022113001	CITY CLERK - BSL	5.49	*	R	A		F
WVE	2022113009	CITY CLERK - WAVELAND	187.12	*	R	A		F
21 0151	2022113053	CRAIG D CLEMENT	4.75	*	R	A		F
20 0117	2022113022	DAUNTLESS INVESTMENTS	181.71	*	R	A		F
20 0033	2022113015	FIG 20 LLC	6272.82	*	R	A		F
21 0033	2022113033	FIG 20 LLC DBA FIG 20 LLC FBO SEC PTY	28189.45	*	R	A		F
CO	2022113003	HANCOCK COUNTY	235.75	*	R	A		F
GENC	2022113005	HANCOCK COUNTY	6402.40	*	R	A		F
SHF23	2022113008	HANCOCK COUNTY SHERIFF	720.00	*	R	A		F

Attachment: 2022121511853 (11828 : Spread Land Redemption Settlement Check November)

AMENDMENT NO. 1
TO
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
BETWEEN
HANCOCK COUNTY BOARD OF SUPERVISORS
AND
COMPTON ENGINEERING, INC.
FOR
HURRICANE ZETA CLERMONT HARBOR PIER REPAIRS
HANCOCK COUNTY, MISSISSIPPI

WHEREAS, on the 6th day of July, 2021, Hancock County Board of Supervisors (hereinafter called OWNER) and Compton Engineering, Inc. (hereinafter called ENGINEER), entered into an Agreement for professional services for the construction of Hurricane Zeta Clermont Harbor Pier Repairs.

WHEREAS, the Engineering firm has incurred additional design and construction related expenses due to the presence of additional damage, that was not attributable to Hurricane Zeta, but did need to be repaired to have a fully functioning fishing pier.

NOW, THEREFORE, WE, Hancock County Board of Supervisors and Compton Engineering, Inc. do hereby agree to change the Agreement for Professional Services dated December 19, 2022 to include:

1. CHANGE EXHIBIT C AS FOLLOWS:

C2.01.A Compensation for Basic Services – Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, including the services of Bid Phase and Construction Phase services, as follows:

~~1. Repairs to Clermont Pier~~

~~Environmental~~	~~$6,000.00~~
~~Survey:~~	~~$4,000.00~~
~~Engineering including Bid Phase and Construction Phase (15% of construction estimated to be $300,000 to be adjusted final amount of value of construction)~~	~~$22,500.00~~

Attachment: Clermont Harbor Pier Repairs Contract - Amendment No. 1 (11817 : Approve Hurricane Zeta Clermont Harbor Pier Repairs)

1. Repairs to Clermont

Environmental	$	1,800.00
Survey:	$	0.00
Engineering and Construction Phase (15% of construction amount for Hurricane Zeta Repairs $206,688.00 adjusted for final amount of value of construction)	$	29,200.00

An amount of $31,000.00 based on 15% of the final value of construction of FEMA reimbursable repairs of $206,688.00, the following distribution of compensation:

	Original Amt	**Revised Amt**
Environmental	~~$ 6,000.00~~	**$ 1,800.00**
Engineering and Construction Phase	$ 22,500.00	**$29,200.00**

IN WITNESS THEREOF, the parties hereto have executed this Amendment No.1 to the Agreement dated July 6, 2021, the Effective Date of this Amendment No. 1 being _____, 2022.

OWNER:

HANCOCK COUNTY BOARD OF SUPERVISORS

By:_____
Scotty Adams, President

Date Signed:_____

ENGINEER:

COMPTON ENGINEERING, INC.

By: Robert A. Escher
Bob Escher, P.E.

Date Signed: 12-14-22

Attachment: Clermont Harbor Pier Repairs Contract - Amendment No. 1 (11817 : Approve Hurricane Zeta Clermont Harbor Pier Repairs)

AMENDMENT NO. 1
EXHIBIT A
SCOPE OF SERVICES

Date: December 19, 2022

Clermont Harbor Pier Repairs
Scope Revision

Environmental-	$	-4,200.00
Engineering and Construction Phase	$	6,700.00
NET	**$**	**+2,500.00**

Attachment: Clermont Harbor Pier Repairs Contract - Amendment No. 1 (11817 : Approve Hurricane Zeta Clermont Harbor Pier Repairs)

EXHIBIT B
COMPTON ENGINEERING, INC.
RATE SCHEDULE
2021

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician with Equipment	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00

Attachment: Clermont Harbor Pier Repairs Contract - Amendment No. 1 (11817 : Approve Hurricane Zeta Clermont Harbor Pier Repairs)

AMENDMENT NO. 1
TO
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES
BETWEEN
HANCOCK COUNTY BOARD OF SUPERVISORS
AND
COMPTON ENGINEERING, INC.
FOR
HURRICANE ZETA WASHINGTON STREET PIER REPAIRS
HANCOCK COUNTY, MISSISSIPPI

WHEREAS, on the 6th day of July, 2021, Hancock County Board of Supervisors (hereinafter called OWNER) and Compton Engineering, Inc. (hereinafter called ENGINEER), entered into an Agreement for professional services for the construction of Hurricane Zeta Washington Street Pier Repairs.

WHEREAS, the Engineering firm has incurred additional design and construction related expenses due to the presence of additional damage, that was not attributable to Hurricane Zeta, but did need to be repaired to have a fully functioning fishing pier and boat launch facility.

NOW, THEREFORE, WE, Hancock County Board of Supervisors and Compton Engineering, Inc. do hereby agree to change the Agreement for Professional Services dated December 19, 2022 to include:

1. CHANGE EXHIBIT C AS FOLLOWS:

C2.01.A Compensation for Basic Services – Lump Sum Method of Payment

Owner shall pay Engineer for Basic Services set forth in Exhibit A.

~~1. Washington Street Pier and Facilities – Amount to include the following:~~

~~Environmental~~	~~$6,000.00~~
~~Survey:~~	~~$4,000.00~~
~~Engineering and Construction Phase (15% of construction estimated to be $300,000 to be adjusted final amount of value of construction)~~	~~$45,000.00~~

Attachment: Washington Street Pier Contract - Amendment No. 1 (11818 : Approve Hurricane Zeta Washington Street Pier Repairs)

1. Washington Street Pier and Facilities - Amount to include the following:

Environmental	$ 0.00
Survey:	$ 0.00
Engineering and Construction Phase (12.58% of construction $596,365.78 adjusted to final amount of value of construction)	$ 75,000.00

An amount of $75,000.00 for Engineering and Construction Phase Services based on 12.58% of the actual amount bid (i.e., $596,365.78) for the FEMA reimbursable repairs, the following revised distribution of compensation:

	Original Amt	Revised Amt
Environmental	~~$ 6,000.00~~	**$ 0.00**
Survey	~~$ 4,000.00~~	**$ 0.00**
Engineering and Construction Phase	**$ 45,000.00**	**$75,000.00**

(The construction costs were originally estimated to be $300,000. The actual bid amount for the Hurricane Zeta repairs was $596,365.70. The actual adjustment for services will be reduced from 15% to 12.58% of the FEMA eligible scope of work. Total amount bid for all repairs = $718,044.30.)

IN WITNESS THEREOF, the parties hereto have executed this Amendment No.1 to the Agreement dated July 6, 2021, the Effective Date of this Amendment No. 1 being _____, 2022.

OWNER:

HANCOCK COUNTY BOARD OF SUPERVISORS

By:_____
Scotty Adams, President

Date Signed:_____

ENGINEER:

COMPTON ENGINEERING, INC.

By: Robert A. Escher
Bob Escher, P.E.

Date Signed: 12-14-22

Attachment: Washington Street Pier Contract - Amendment No. 1 (11818 : Approve Hurricane Zeta Washington Street Pier Repairs)

AMENDMENT NO. 1
EXHIBIT A
SCOPE OF SERVICES

Date: December 19, 2022

Washington Street Pier Repairs
Scope Revision

Environmental-	$ -6,000.00
Survey	$ -4,000.00
Engineering \and Construction	$ 30,000.00
NET	**$ +20,000.00**

Attachment: Washington Street Pier Contract - Amendment No. 1 (11818 : Approve Hurricane Zeta Washington Street Pier Repairs)

EXHIBIT B
COMPTON ENGINEERING, INC.
RATE SCHEDULE
2021

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician with Equipment	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00

Attachment: Washington Street Pier Contract - Amendment No. 1 (11818 : Approve Hurricane Zeta Washington Street Pier Repairs)

16101 South Swan Rd.
Gulfport, MS 39503
(228) 284-5049 phone

DNA UNDERGROUND, LLC

Quotation

Date: December 14, 2022
Customer: Hancock County
Contact: Geoffrey Clemens (Compton Engineering)
Location: Stewart Drive, Bay St. Louis
Project: Stewart Drive Bridge Repair

Scope of Work

Furnish Labor, materials, and equipment to install snap jackets on (6) existing piles as per information provided.

Lump Sum Quotation = $19,700.00

Terms, Conditions, and Additions

- Changes to the scope of work could be subject to changes in price.
- Price does not include work being performed on nights, weekends, or holidays
- Price does not include design, engineering, production of shop drawings, third party inspections, testing, electrical, or permits.
- Pricing is based on using 16" diameter x 8' long Durosleeve Snap Jackets.

Thank you for the opportunity,

Kenny Stokes
Chief Operations Officer
DNA UNDERGROUND, LLC
228-216-8244 (Cell)
228-284-5049 (Office)

Licensed♦Bonded♦Insured

Attachment: Stewart Drive Bridge Pile Repairs - Quotation (11849 : Authorize agreement with City of Bay St. Louis and HC re Steward Street

GILL'S CRANE & DOZER
116 MARLIN DRIVE
SLIDELL, LA 70461

ESTIMATE

DATE	ESTIMATE NO.
12/1/2022	12012022-1

NAME / ADDRESS
COMPTON ENGINEERING, INC. 3036 LOMGFELLOW DRIVE BAY ST. LOUIS, MS 39520 GEOFF@COMPTONENGINEERING.COM

DESCRIPTION	COST	QTY	TOTAL
ATTN: GEOFF CLEMONS, P.E. RE: WATTS BAYOU BRIDGE - FURNISH MATERIAL, EQUIPMENT AND LABOR TO: - REPAIR SIX (6) TIMBER PILINGS ON BRIDGE - CLEAN PILINGS TO MUDLINE - INSTALL DUROSLEEVE (TM) SNAPJACKET 12" BELOW GROUND LEVEL AND 12" ABOVE MEAN WATER LEVEL - POUR 4500 PSI CONCRETE	45,000.00		45,000.00
LA NO. 30077 / MS NO. 12433 LICENSED - BONDED - INSURED SINCE 1973		**TOTAL**	$45,000.00

TERMS: 25% DUE AT MOBILIZATION; BALANCE DUE AS INVOICED.
ADDITIONAL TERMS AND CONDITIONS ATTACHED.

SIGNATURE _____

Phone #	Fax #	E-mail
504-662-5530	985-781-7569	GILLSCRANE@AOL.COM

Attachment: ESTIMATE - COMPTON ENGINEERING (11849 : Authorize agreement with City of Bay St. Louis and HC re Steward Street Bridge)

Form PF-LSBP
Rev. 02-13-2008

Office of State Aid Road Construction

Mississippi Department of Transportation

Program Form LSBP

Project Number LSBP-23(12) County HANCOCK Date 12/19/2022

ORDER OF BOARD OF SUPERVISORS HANCOCK COUNTY SETTING FORTH PROPOSED LOCAL SYSTEM BRIDGE REPLACEMENT AND REHABILITATION PROJECTS FOR PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

Pursuant to the provisions of House Bill 1302 of the 1994 Legislative Session and as subsequently amended, herein after referred to as said Act, We, the undersigned members of the Board of Supervisors of HANCOCK County, hereby order that the proposed project(s) listed herein constitute the LSBP Program for HANCOCK County for the period JANUARY 1, 2020 through DECEMBER 31, 2023

In support of this order, the Board certifies and agrees that:

1. The Board has employed a Registered Professional Engineer and such other technical experts as may be necessary to perform all engineering services required, to properly supervise and inspect the work in compliance with the Rules and Regulations of the State Aid Engineer established in accordance with said Act.

2. The program, which has been prepared by the LSBP Engineer and approved by this Board, is herewith submitted to the State Aid Engineer for approval. The projects in said program are on the Off-System. (Non-State Aid, Non-Federal Aid)

3. The State Aid Engineer is authorized to effect such transfer of LSBP funds as are necessary to pay engineering costs on the projects as authorized by said Act and in accordance with the current Rules and Regulations promulgated by the State Aid Engineer.

4. The State Aid Engineer is authorized to effect such transfer of LSBP funds as are necessary to pay testing expenses incurred prior to the award of contract on any project(s) included in this program. In the event the Board cancels or withdraws any project(s) included in this Program, the Board hereby agrees to reimburse its Local system Bridge Replacement funds for any charges incurred and paid from LSBP funds.

5. The State Aid Engineer is authorized to ensure an equitable distribution of projects and funds among the County and incorporated Municipalities located therein based upon the proportional number and costs of deficient bridges in both the County and the Municipalities.

6. The Board will provide, at its own expense, adequate base and any necessary paving upon completion of the structure, in accordance with said Act and plans and specifications.

7. The Board will furnish an Agreement from the Municipality when a project is included in this program that is within a municipality.

8. The Board will maintain the projects located within their jurisdiction in a regular and satisfactory manner subject to the approval of the State Aid Engineer, all as required in said Act.

9. The Board will comply with all applicable Laws, Rules and Regulations in the acquisition of rights-of-way and will maintain the acquired rights-of-way for said project(s) to keep the same free of encroachments such as buildings, fences or any other obstructions. The Board designates GARY YARBOROUGH as its right-of-way acquisition agent for the project(s) herein. The agent's address and phone number is 8458 HIGHWAY 90, BAY ST. LOUIS, MS 39520 PHONE: (228)467-5771.

10. The Board herein affirms its acceptance of the Office of State Aid Road Construction's policy for the accommodation of utilities as stated in S.O.P. No. SA II-2-8 and agrees to coordinate utility facility installation and/or adjustment in a timely manner so as not to impede project development.

Attachment: Stewart Street Bridge LSBP-23(12) Program (11819 : Approve Stewart Street Bridge)

LSBP Program for **HANCOCK** County

PROJECT PRIORITY NO.

1. Project No.
2. Name of Road: **STEWART STREET**
3. Design Classification: (check one) Rural ☐ Urban ☑ (check one) Collector ☐ Local ☑
   Federal Route Number
4. Termini of Project: **APPROXIMATELY 300 FEET NORTH AND SOUTH OF WATTS BAYOU**
5. Length of Project: **0.1** Miles
6. Character of Work (Show Alternates if Applicable) **Replace existing precast concrete bridge, timber abutments, wing walls and piles with precast concrete bridge, concrete piles, concrete pile caps, and concrete wing walls. 2 utility lines on structure to be relocated.**
7. Design Data:
   a. Traffic Count: How Determined **Bridge imventory inspection**
   Current ADT **150** VPD; Design Year ADT **N/A** VPD; %Trucks **4**
   Traffic Count Required: Yes ☐ No ☑ (Attach Supplemental Sheet)
   b. Terrain Level ☑ Rolling ☐ Design Speed **35** MPH
   c. ROW: Existing **40** Ft.; Proposed **60** Ft.
   d. Proposed Roadway Crown Width **24** Ft.
   e. Surface Type & Width: Existing **HOT MIX ASPHALT** **20** Ft.
   Proposed **HOT MIX ASPHALT** **20** Ft.
8. Bridges:
   a. Str. No. **SA2300000000045** Suff. Rtg. **32.8** Capacity **13**
   Remain in Place: Yes ☐ No ☑ Existing/Proposed Width **24/24** Ft.
   b. Str. No. Suff. Rtg. Capacity
   Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.
   c. Str. No. Suff. Rtg. Capacity
   Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.
   d. Str. No. Suff. Rtg. Capacity
   Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.
   e. Str. No. Suff. Rtg. Capacity
   Remain in Place: Yes ☐ No ☐ Existing/Proposed Width Ft.
9. Estimated Construction Cost of Project (Including Contingencies) $ **550,000**
   a. STP Funds Requested (%) $
   b. BR Funds Requested (%) $
   c. SA Funds Requested (%) $
   d. LSBP Funds (**31** %) $ **86,123**
   e. **County** Funds $ **463,877**

   Engineering Cost (**12** %) (Constr. Cost Less Contingencies) $ **66,000**
   a. State Aid Funds Requested $
   b. County Funds Contributed $
   c. LSBP Funds Contributed $
   d. **County** Funds Contributed $ **66,000**
   Total Estimated Cost of Project $ **616,000**

Construction will be by: Contract X County Forces

Use Supplemental Sheet and/or maps if needed to provide complete data.

FOR STATE AID USE ONLY:

Preliminary Review		Date
Recommend Approval	Dist. Engr.	Date
Approved	State Aid Engr.	Date
Letter To Bd.	Dist. Engr.	Date
Funds Record	Auditor	Date
Programmed		Date

Attachment: Stewart Street Bridge LSBP-23(12) Program (11819 : Approve Stewart Street Bridge)

LSBP Program for **HANCOCK** County

BOARD OF SUPERVISORS

_____ County

_____, Supervisor, District I

_____, Supervisor, District II

_____, Supervisor, District III

_____, Supervisor, District IV

_____, Supervisor, District V

Prepared by: _____, County Engineer

STATE OF MISSISSIPPI
COUNTY OF **HANCOCK**

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of **HANCOCK** County, Mississippi, entered into the minutes of the said Board of Supervisors, Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said Board of Supervisors on the _____ day of _____, _____.

_____
Clerk of Board of Supervisors of
Hancock County, Mississippi

Attachment: Stewart Street Bridge LSBP-23(12) Program (11819 : Approve Stewart Street Bridge)

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Project Number **LSBP-23(12)** County **HANCOCK** Date **12/19/2022**

Road Connections at each End of Project
NORTH End, Surf. Type **ASPHALT** Surf. Width **20** Rdwy. Width **24**
(South or West)
SOUTH End, Surf. Type **ASPHALT** Surf. Width **20** Rdwy. Width **24**
(North or East)

Railroad Grade Crossing Data
Is there an existing Railroad Grade Crossing? Yes ☐ No ☑

Name of Railroad _____

Existing Protection _____

Proposed Protection _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS:	YES ☐	NO ☑	ON ROUTE ☐	OFF ROUTE ☐
INDUSTRY:	YES ☐	NO ☑	ON ROUTE ☐	OFF ROUTE ☐

TYPE OF INDUSTRY: _____

OTHER DESIGN CONSIDERATIONS: _____

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

NAME	STREET OR P.O. BOX ADDRESS	CITY
Coast EPA	1005 US 90	Bay St. Louis
AT&T		
HC Water and Sewer Dis.	7040 Stennis Road	Kiln

Signed _____
County Engineer

Attachment: Stewart Street Bridge LSBP-23(12) Program (11819 : Approve Stewart Street Bridge)

BOARD OF SUPERVISORS
Hancock County
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Telephone (228) 467-0172
Fax (228) 467-2691

12/08/2022

Mr. Jimmie Ladner:

Please accept this letter as formal notification that I am resigning from my position as Interim IT Director/IT Security Administrator. My last day will be December 27, 2022.

I want to thank you and The Board of Supervisors for the opportunity.

Sincerely,

Scott Schaefer

Attachment: Letter or Resignation (11830 : Accept resignation of Scott Schaefer)

AGREEMENT FOR PROFESSIONAL SERVICE
BETWEEN
HANCOCK COUNTY
AND
COMPTON ENGINEERING, INC.

This AGREEMENT made this 3rd day of January 2023, by Hancock County, ("OWNER") and Compton Engineering, Inc., ("ENGINEER"), WITNESSETH, that the parties hereto mutually agree as follows:

WHEREAS, the OWNER selected the ENGINEER to furnish certain engineering services under task orders to perform engineering services, which may include miscellaneous studies, field investigations, design and construction phase services for miscellaneous projects, that OWNER will from time to time order ENGINEER to perform: and

WHEREAS, the ENGINEER has agreed to perform said task orders OWNER will issue under this AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

PURPOSE

The purpose of this AGREEMENT is to establish the ENGINEER's scope of services and payment provisions for the MISCELLANEOUS SERVICES.

ARTICLE I SCOPE OF WORK

1. A general scope of work will be designated by OWNER for each task prior to ENGINEER commencing work. Each Task Order completed in a form materially similar to the Task Order attached as Exhibit 1 will be prepared for use to define the activity and work scope required by the OWNER. Upon receipt of the Task Order from the OWNER, the ENGINEER will refine the scope, as needed, and apply estimates of time and personnel to complete the work. After making any such modifications, ENGINEER will submit the Task Order to OWNER for its approval. If OWNER accepts said Task Order, as modified by ENGINEER will commence work under the task order.

ARTICLE II ENGINEER'S RESPONSIBILITIES

1. The ENGINEER shall have responsibility for and furnish all necessary labor, direct and indirect costs to perform and complete the task orders agreed to by the parties.

2. Upon OWNER's request, the ENGINEER shall proceed with the performance of the work called for by the OWNER. The work shall be completed generally in accordance with the designated time as mutually agreed upon between the OWNER and ENGINEER.

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

ARTICLE III PERIOD OF SERVICES

1. The period of services shall be from February 1, 2023 to January 31, 2024.

ARTICLE IV COMPENSATION

1. As consideration for providing the services enumerated in the AGREEMENT, the OWNER shall pay the ENGINEER either on a time and material basis as outlined in Exhibit 2 attached to this AGREEMENT, or on a lump sum rate established by negotiation. The manner and amount of payment shall be outlined in the task order.

2. The ENGINEER may submit invoices to the OWNER once per month during the progress of the work. Such invoices shall be reviewed and approved by the OWNER for reimbursement. Payment will be made to the ENGINEER within 30 days following receipt of the invoice.

ARTICLE V LEGAL RELATIONS

1. The ENGINEER shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be done under this AGREEMENT.

2. The ENGINEER shall maintain throughout the Period of Services defined in Article III of this AGREEMENT the following coverage:

2.1 Workmen's Compensation and Employer's Liability Insurance
Workmen's compensation and any other insurance coverage as may be required by law in the State of Mississippi.

2.2 Comprehensive Automobile and Vehicle Liability Insurance.
This insurance shall be written in comprehensive form and shall protect the OWNER against claims for injuries to members of the public and/or damages to property of others arising from ENGINEER's use of motor vehicles or any other equipment and shall cover operation with respect to operations under this AGREEMENT, and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned or hired. The limits of liability shall not be less than the following:

Bodily Injury	$500,000.00 each person
	$500,000.00 each occurrence
Property Damage	$500,000.00 each occurrence

2.3 Comprehensive General Liability.

This insurance shall be written in comprehensive form including OWNERS' protective products and operations insurance and shall protect the OWNER against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the ENGINEER or any of its agents, employees or subcontractors.

The limits of liability shall not be less than the following:

Bodily and Personal Injury	$ 300,000.00 each person $1,000,000.00 each occurrence
Property Damage	$ 500,000.00 each occurrence $ 500,000.00 aggregate

2.4 The insurance coverage specified above shall constitute minimum requirements.

3. Insurance furnished in compliance with the above must be within insurance company either authorized to do business in the State of Mississippi or said policy shall be registered and delivered in accordance with the insurance laws of the State of Mississippi.

ARTICLE VI TERMINATION OF CONTRACT

1. Unless earlier terminated as stipulated below, this AGREEMENT shall terminate upon completion of the Period of Services.

2. This AGREEMENT may be terminated in whole or in part by either party upon written notice of intent to terminate.

3. Upon receipt of a termination action, the ENGINEER shall, (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in process.

4. Upon termination pursuant to Article VI, paragraph 2 above, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise.

ARTICLE VII CHANGES, AMENDMENTS

1. This AGREEMENT may be amended as mutually deemed necessary by the ENGINEER and the OWNER; such amendments shall be made a part of the AGREEMENT.

2. Nothing in this AGREEMENT shall preclude the ENGINEER and the OWNER from clarifying, adding to, or reducing the scope of the AGREEMENT. Any such modification must be agreed to by the parties in writing.

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

ARTICLE VIII MISCELLANEOUS

1. All work under this AGREEMENT shall be performed in accordance with generally accepted professional standards and shall be subject to inspection and acceptance of the OWNER. The ENGINEER shall be responsible for the technical adequacy of his work.

2. Control of means and methods of operation for all work accomplished in the ENGINEER's office, or in the field including provisions for any required safety precautions, shall be the responsibility of the ENGINEER.

3. All communications regarding this AGREEMENT will be directed to the OWNER through the person designated by the OWNER as the Project Manager.

4. On a monthly basis when invoices are submitted to the OWNER, the ENGINEER shall include a brief analysis showing the cost to date and contract balance for work performed under this AGREEMENT.

5. This AGREEMENT (consisting of Pages 1 to 6 inclusive) together with the Exhibits identified herein constitute the entire AGREEMENT between the OWNER and ENGINEER and supersede all prior written or oral understandings. This AGREEMENT and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have been made and executed this AGREEMENT as of the day and year first above written.

ACCEPTED FOR OWNER:	ACCEPTED FOR ENGINEER:
HANCOCK COUNTY, MS	COMPTON ENGINEERING, INC.
_____	_____
Board President	Geoffrey Clemens, President
ATTEST	ATTEST
_____	_____

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

EXHIBIT 1
TASK ORDER REQUEST

Date: _____ Authorization: _____
Signature

_____
Printed Name

Description of Requested Work:

_____

_____

_____

_____

_____

_____

_____
To be provided by Engineer (Use additional sheets if needed)

Geotech	$
Survey	$
Environmental Permitting (if required)	$
Design	$
Services During Construction (additional)	$

Estimated Cost of Work $ _____
Estimated Date of Completion

Date Re-Submitted to Owner _____
Engineer's Signature _____

_____
To be provided by Owner

Date Accepted: _____ _____
Signature

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

COMPTON ENGINEERING, INC.

2022 CHARGE RATES

Labor Classification	Hourly Rate
Engineer Principal	$ 185.00
Senior Project Engineer	$ 155.00
Project Engineer	$ 135.00
Engineer Intern	$ 105.00
Environmental Specialist	$ 110.00
Senior Project Manager	$ 140.00
Project Manager	$ 120.00
Senior Design Technician	$ 95.00
Design Technician	$ 85.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 130.00
Senior Survey Technician with Equipment	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00
Drone with Operator (minimum rate up to 90 minutes)	$ 200.00
* Hourly rate after 90 minutes	$ 70.00

Attachment: AGREEMENT FOR PROFESSIONAL SERVICE HANCOCK COUNTY - 2023 (11839 : Approve renewal of Engineering Services

OFFICE OF THE CORONER

HANCOCK COUNTY, MISSISSIPPI
854 U.S. HIGHWAY 90
BAY ST. LOUIS, MS 39520

JEFF HAIR
CORONER

CELL: (228) 493-9
DISPATCH: (228) 255-5
JHair@co.hancock.m

December 6, 2022

Board of Supervisors
Hancock County
854 Highway 90 Suite A
Bay St. Louis, MS 39520

Dear Honorable Board Members:

We currently have the body of Eddie Moran who died on 11/30/2022 being kept at Riemann Funeral Home. He was an inmate at the Hancock County Detention Center, 8450 Highway 90 Bay St. Louis, MS 39520. Riemann Funeral Home and myself have spoken with family members of Mr. Moran in an attempt to have him interred and have determined that Family does not have the resources to make final arrangements for his remains. I am asking at this time for the Board to consider Mr. Moran as a Pauper and to assist with the cremation directed by Riemann Funeral Home, Gulfport, MS 39501.

Riemann Funeral Home Fee: Eight hundred dollars ($800.00)

Regards,

Jeffrey D. Hair

Jeff Hair, Coroner
Hancock County, Mississippi

Attachment: Eddie Moran (11831 : Approve Eddie Moran-Pauper)

CITY OF BAY ST. LOUIS SPECIAL EVENTS APPLICATION

Return application in person to City Hall, Mayor's Office, Second Floor or fax to (228) 466-5490

Organization Name OYSTER DROP

Organization Mailing Address 208 N. BEACH BLVD.

Contact Person DREW BIERNEW / JIM MACPHAILE

Telephone Numbers: Daytime 504 382 9200 Evening 251 550 3739

Application Date 10/31/22 Event Date 12/31/22

Event Hours 6PM - 12:30AM Expected Attendance 3500

Event Description NEW YEARS EVE COUNTDOWN WITH FIREWORKS AND LIVE MUSIC (OYSTER DROP)

Event Location Desired

- ☐ McDonald Splash Pad (non-exclusive)
- ☐ MLK Splash Pad (non-exclusive)
- ☐ McDonald Park/Pavilion
- ☐ MLK Park
- ☐ City Street(s)
- ☐ Depot Grounds
- ☐ Depot Stages
- ☐ Shoo Fly
- ☐ Sports Complex
- ☐ Commagere Park
- ☐ Boys and Girls
- ☐ Harbor Park lot
- ☐ Harbor Deck
- ☐ Private Property
- ☐ Al Smith Park
- ☐ VCJ Gym

Name of Street(s) 300 W. BEACH

NO PARKING ON THE GRASS AT CITY PARKS Main to Demonthuzin

What kind of alcohol, if any, will be served? ☐ Beer ☐ Wine ☐ Liquor

Will outdoor amplification be used, or will there be music or other loud noises? ☒ Yes ☐ No
NOISE ORDINANCE WILL BE IN EFFECT

Are other special needs being requested? ☒ Barricades ☒ Trash Barrels ☐ Electricity

If Barricades or Trash Barrels requested, please let us know how many and location.

Secuirty required? ☒ Yes ☐ No

If Yes - security to be provided by: ☐ Applicant ☒ City

Other

I understand that additional information may be requested or special permits required based on the nature of the stated event activity. I also understand that my request may require action by the City Council. If so, I will be notified of the meeting time and place.

Drew Bierne
Signature of Applicant

Application received by: Kim Fore Date: 10-31-22

Approved M.F. Disapproved Date 10.31.22

Comments:

Attachment: 12.7.22_New Years Oyster Drop (11797 : Authorize the City of Bay St. Louis to close Beach Boulevard for Oyster Drop)

Medical Supplies Donated for FY2022

January	
Bay St. Louis, City of	$0.00
Waveland, City of	$12.62
Diamondhead, City of	$0.00
Hancock Couty - Rural	$1,881.24
Hancock County -Total	**$1,893.86**
Biloxi, City of	$1,506.41
D'Iberville, City of	$0.00
Gulfport, City of	$7,427.52
Long Beach, City of	$310.88
Pass Christian, City of	$972.03
Harrison Couty - Rural	$2,358.74
Harrison County - Total	**$12,575.58**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$14,469.44

February	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$1,192.77
Hancock Couty - Rural	$0.00
Hancock County -Total	**$1,192.77**
Biloxi, City of	$211.74
D'Iberville, City of	$209.53
Gulfport, City of	$6,433.41
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$629.41
Harrison County - Total	**$7,484.09**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$23,146.30

March	
Bay St. Louis, City of	$0.00
Waveland, City of	$310.30
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$310.30**
Biloxi, City of	$1,019.29
D'Iberville, City of	$2,376.04
Gulfport, City of	$2,039.09
Long Beach, City of	$501.42
Pass Christian, City of	$0.00
Harrison Couty - Rural	$374.37
Harrison County - Total	**$6,310.21**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$29,766.81

April	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$777.82
D'Iberville, City of	$0.00
Gulfport, City of	$8,456.02
Long Beach, City of	$55.64
Pass Christian, City of	$358.01
Harrison Couty - Rural	$1,922.61
Harrison County - Total	**$11,570.10**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$41,336.91

May	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$2,143.01
Hancock Couty - Rural	$0.00
Hancock County -Total	**$2,143.01**
Biloxi, City of	$1,428.23
D'Iberville, City of	$0.00
Gulfport, City of	$4,683.36
Long Beach, City of	$963.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$1,858.74
Harrison County - Total	**$8,933.33**
Wiggins, City of	$23.80
Stone Couty - Rural	$0.00
Stone County - Total	**$23.80**
Total YTD	$52,437.05

June	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$144.88
Hancock Couty - Rural	$441.91
Hancock County -Total	**$586.79**
Biloxi, City of	$1,056.68
D'Iberville, City of	$41.76
Gulfport, City of	$4,754.41
Long Beach, City of	$599.63
Pass Christian, City of	$150.52
Harrison Couty - Rural	$2,171.05
Harrison County - Total	**$8,774.05**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$61,797.89

July	
Bay St. Louis, City of	$0.00
Waveland, City of	$730.98
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$730.98**
Biloxi, City of	$1,823.64
D'Iberville, City of	$0.00
Gulfport, City of	$5,416.82
Long Beach, City of	$684.80
Pass Christian, City of	$0.00
Harrison Couty - Rural	$3,519.99
Harrison County - Total	**$11,445.25**
Wiggins, City of	$0.00
Stone Couty - Rural	$0.00
Stone County - Total	**$0.00**
Total YTD	$73,974.12

August	
Bay St. Louis, City of	$0.00
Waveland, City of	$0.00
Diamondhead, City of	$0.00
Hancock Couty - Rural	$0.00
Hancock County -Total	**$0.00**
Biloxi, City of	$1,164.87
D'Iberville, City of	$0.00
Gulfport, City of	$5,848.22
Long Beach, City of	$0.00
Pass Christian, City of	$124.17
Harrison Couty - Rural	$2,095.56
Harrison County - Total	**$9,232.82**
Wiggins, City of	$628.57
Stone Couty - Rural	$0.00
Stone County - Total	**$628.57**
Total YTD	$83,835.51

September	
Bay St. Louis, City of	$40.06
Waveland, City of	$0.00
Diamondhead, City of	$16.48
Hancock Couty - Rural	$42.51
Hancock County -Total	**$99.05**
Biloxi, City of	$124.56
D'Iberville, City of	$830.86
Gulfport, City of	$5,064.90
Long Beach, City of	$0.00
Pass Christian, City of	$0.00
Harrison Couty - Rural	$2,000.85
Harrison County - Total	**$8,021.17**
Wiggins, City of	$178.95
Stone Couty - Rural	$0.00
Stone County - Total	**$178.95**
Total YTD	$92,134.68

October	
Bay St. Louis, City of	
Waveland, City of	
Diamondhead, City of	
Hancock Couty - Rural	
Hancock County -Total	**$0.00**
Biloxi, City of	
D'Iberville, City of	
Gulfport, City of	
Long Beach, City of	
Pass Christian, City of	
Harrison Couty - Rural	
Harrison County - Total	**$0.00**
Wiggins, City of	
Stone Couty - Rural	
Stone County - Total	**$0.00**
Total YTD	$92,134.68

November	
Bay St. Louis, City of	
Waveland, City of	
Diamondhead, City of	
Hancock Couty - Rural	
Hancock County -Total	**$0.00**
Biloxi, City of	
D'Iberville, City of	
Gulfport, City of	
Long Beach, City of	
Pass Christian, City of	
Harrison Couty - Rural	
Harrison County - Total	**$0.00**
Wiggins, City of	
Stone Couty - Rural	
Stone County - Total	**$0.00**
Total YTD	$92,134.68

December	
Bay St. Louis, City of	
Waveland, City of	
Diamondhead, City of	
Hancock Couty - Rural	
Hancock County -Total	**$0.00**
Biloxi, City of	
D'Iberville, City of	
Gulfport, City of	
Long Beach, City of	
Pass Christian, City of	
Harrison Couty - Rural	
Harrison County - Total	**$0.00**
Wiggins, City of	
Stone Couty - Rural	
Stone County - Total	**$0.00**
Total YTD	$92,134.68

Attachment: Medical Supplies_September 2022 (11793 : Spread AMR Reports)

AMR Uncompensated Care

3rd Quarter - 2022

Month	Hancock	Harrison
January	-$167,217.00	-$828,262.00
February	-$197,797.00	-$867,054.00
March	$198,991.00	-$964,372.00
April	-$202,004.00	-$936,302.00
May	-$210,225.00	-$1,036,219.00
June	-$247,590.00	-$1,138,148.00
July	-$289,278.00	-$1,324,332.00
August	-$248,957.00	-$1,313,888.00
September	-$240,863.00	-$1,119,479.00
October	-$380,189.00	-$1,923,184.00
November	$0.00	$0.00
December	$0.00	$0.00
YTD	-$1,985,129.00	-$11,451,240.00

Attachment: 3rd QTR Uncomp Care 2022 (11793 : Spread AMR Reports)

Hancock County
Monthly Response Time Report

October 2022	Number of Emergency Calls*	Response Time Compliance %	Avg. Response Time
Bay St Louis	98	89%	9:16
Waveland	69	88%	7:47
Diamondhead	99	82%	10:14
Hancock County Rural	256	76%	15:04
Total Emergency Calls*	522		
Total Dry Runs	261		

Emergency calls are defined as all Priority 1 calls, which are emergency life-threatening calls. These are the emergency calls AMR is responsible to report as regulated by the county contract.

The average response time for all Priority 1(emergency life-threatening calls) listed above ***without claiming any exceptions is 12:06.***

List of exceptions in accordance with the current agreement: Hancock County Rural

Road Construction / Traffic	7
Incorrect address	1
Scene Not Secure	4
Multiple Emergency Calls / Saturation	32
Multiple Unit Response	3
Severe Weather	0
Train / Drawbridge	0
No Patient Found	15
Patient Refused	21
Total	**83**

Respectfully,

Dana Thrower
Operations Manager
AMR-Gulfport, MS

**Priority Levels for Calls including emergency and non-emergency.
P1- Emergency Life-threatening
P2- Emergency Non-Life threatening
P3- Non-Emergency, Non-scheduled
P4- Non-Emergency, Scheduled

Attachment: OCT 2022 Hancock County All Zones Report (11793 : Spread AMR Reports)

Hancock County
Monthly Response Time Report

November 2022	Number of Emergency Calls*	Response Time Compliance %	Avg. Response Time
Bay St Louis	113	84%	9:53
Waveland	69	85%	9:15
Diamondhead	70	89%	10:33
Hancock County Rural	269	77%	14:54

Total Emergency Calls*	521
Total Dry Runs	165

Emergency calls are defined as all Priority 1 calls, which are emergency life-threatening calls. These are the emergency calls AMR is responsible to report as regulated by the county contract.

The average response time for all Priority 1(emergency life-threatening calls) listed above ***without claiming any exceptions is 12:31.***

List of exceptions in accordance with the current agreement: Hancock County Rural

Road Construction / Traffic	6
Incorrect address	1
Scene Not Secure	4
Multiple Emergency Calls / Saturation	20
Multiple Unit Response	3
Severe Weather	8
Train / Drawbridge	0
No Patient Found	10
Patient Refused	25
Total	**77**

Respectfully,

Dana Thrower
Operations Manager
AMR-Gulfport, MS

**Priority Levels for Calls including emergency and non-emergency.
P1- Emergency Life-threatening
P2- Emergency Non-Life threatening
P3- Non-Emergency, Non-scheduled
P4- Non-Emergency, Scheduled

Attachment: NOV 2022 Hancock County All Zones Report (11793 : Spread AMR Reports)

ORIGINAL HAS A COLORED BACKGROUND, A WATERMARK AND MICRO PRINTING IN THE BORDER

7.K.2.a

THE PEOPLES BANK - 15
5429 West Aloha Drive
Diamondhead, MS 39525-3372

PERSONAL MONEY ORDER 0015(

DATE: 12/09/22

Pay to the order of Harrison County

FIVE HUNDRED DOLLARS AND 00/100 $ $500.00

NOT VALID OVER $1,000.00

Kelly Christine Walker
SIGNATURE OF REMITTER

P.O. Box 171
Kiln, MS 39556
ADDRESS
CITY & STATE

COMMENT: Filing Fee - Appeal

⑈00150152721⑈ ⑆065500752⑆ 147824⑈

RECEIPT

Date 12-9-22

Matter Kelly Walker versus Planning + Zoning Comm.

Commercial appeal for Planning and Zoning decision in regard to the matter of Misfits Off Road-LLC

Total Due: $500.00

Total Paid: $500.00

Paid by: Kelly Walker

Received by: S Hardin
Valerie Fitts
Board Secretary/Deputy Chancery Clerk

Attachment: Kelly Walker - Receipt - Appeal - Misfits - 12.9.2022 (11789 : Spread Notice of Appeals and Receipts)

THE BOARD OF SUPERVISORS FOR HANCOCK COUNTY, MISSISSIPPI

KELLY WALKER (Individually, and
on behalf of Community Members) APPELLANT

CASE NO.:_____

IN THE MATTER OF THE
PLANNING AND ZONING COMMISSION
DECISION OF DECEMBER 1, 2022
(APPLICATION # 22-073)

NOTICE OF APPEAL

COMES NOW the Appellant, KELLY WALKER (Individually, and on behalf of Community Members) and files this Notice of Appeal providing notice of appeal to the Hancock County Board of Supervisors the decision dated December 1, 2022 of the Hancock County Planning Commission concerning the approval of the application (Application Number 22-673) of Christopher Anderson as Misfits Off-Road LLC and Harry Crimm as Country Trails LLC for a conditional use permit for the property at 27550 V-Bar Road, Perkinston, Mississippi 39573.

RESPECTFULLY SUBMITTED, this the 9th day of December, 2022.

KELLY WALKER, APPELLANT
P. O. Box 1271
Kiln, Mississippi 39556
Phone: 228-305-0820
Email: kelly.mississippi@gmail.com

Attached hereto: Filing Fee $500.00

RECEIVED
Date 12-9-22 @ 4:30 pm
JIMMIE LADNER JR.
ASSESSOR - TAX COLLECTOR

Attachment: Kelly Walker - Notice of Appeal - Planning and Zoning Application Number 22-073 - heard December 1, 2022 - Misfits (11789 :

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW
THIS DOCUMENT IS PRINTED ON TONER ADHESION PAPER
HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

LAW OFFICES
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ
A PROFESSIONAL CORPORATION
ONE EASTOVER CENTER
100 VISION DRIVE, SUITE 400
JACKSON, MISSISSIPPI 39211
GENERAL DISBURSEMENT ACCOUNT

87-434
642

NO. 52684

DATE
12/08/2022

AMOUNT
$500.00

FIVE HUNDRED AND 00/100 DOLLARS

PAY TO THE ORDER OF Hancock County Board of Supervisors

FIRST TENNESSEE BANK - GREENVILLE, TN

AMOUNT IN EXCESS OF $2500.00 REQUIRES TWO SIGNATURES

VOID AFTER 90 DAYS

⑈052684⑈ ⑆064204347⑆ ⑈4706309⑈

RECEIPT

Date 12-9-22

Matter

Commercial appeal for Planning and Zoning decision in regard to the matter of Misfits.

Total Due: $500.00

Total Paid: $500.00

Paid by: Baker, Donelson Bearman Caldwell & Berkowitz

Received by: _____
Valerie Fitts
Board Secretary/Deputy Chancery Clerk

Attachment: Receipt - Baker, Donelson - Appeal Planning and Zoning Decision - Misfits (11789 : Spread Notice of Appeals and Receipts)

BAKER DONELSON

ONE EASTOVER CENTER · 100 VISION DRIVE · SUITE 400 · JACKSON, MISSISSIPPI 39211
601.351.2400 · bakerdonelson.com

GRANT M. TARLETON, ESQ.
Direct Dial: 601.351.2472
E-Mail Address: gtarleton@bakerdonelson.com

December 9, 2022

BY E-MAIL AND HAND DELIVERY
Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Attention: Ms. Valerie Fitts (valerie.fitts@co.hancock.ms.us)
Secretary

RE: Appeal of Hancock County Planning and Zoning Commission Board's 12/01/2022 Recommendation
Misfits Off-Road LLC – Zoning Violations/Application No. 673
Our File: 2860000-008911

PUBLIC HEARING REQUESTED

Dear Hancock County Board of Supervisors:

We represent the Southeast Louisiana Council, Boy Scouts of America, Inc. (the "Council") with respect to the above matter. In this regard, please accept this correspondence and enclosed $500.00 appeal fee for an appeal of the December 1, 2022 recommendation of the Hancock County Planning and Zoning Commission Board (the "Commission") to grant Application No. 673 (the "Application") for a conditional use permit, subject to certain conditions, requested by Christopher Anderson d/b/a Misfits Off-Road LLC ("Misfits") related to 27550 V Bar Road in Perkinston (Parcel No. 017-0-36-001.000). We enclose and incorporate by reference the contents of three position letters previously submitted by the Council to the Commission on September 2, 2022, November 11, 2022, and December 1, 2022. For the reasons expressed in these letters, the public comments at the November 17, 2022 Commission meeting, and the applicable law and ordinances, the Council respectfully requests that the the Hancock County Board of Supervisors deny the requested Application.

The Commission, as noted above, met to consider the Application on November 17, 2022, after the Application having been tabled from two prior meetings. During the November 17th meeting, numerous members of the community offered comments evidencing the use of the property for an ATV park to be in conflict with Section 905.02 of the Hancock County Zoning Ordinance (the "Zoning Ordinance"). The Commission ultimately decided to table the Application at the November 17th meeting to allow Misfits' counsel an opportunity to discuss and to propose

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

conditions to the Council and other neighbors on or before Tuesday, November 22, 2022, for the conditional use permit to be acceptable to the surrounding neighbors. Misfits' counsel agreed to do so but did not contact undersigned counsel until a day before the December 1, 2022 meeting to indicate that he did not think any conditions would satisfy all of the neighbors and did not plan on proposing any such conditions. Subsequently, the Commission met on December 1st and considered a motion to approve the Application subject to certain conditions that had not been disclosed to the Council prior to this meeting. Thus, after refusing to permit any public comment on the the proposed conditions, the Commission voted to recommend approval of the Application with certain conditions to the Board.

The following provides grounds in support of this appeal and excerpts from the public commentary at the November 17th meeting directly addressing the elements of Section 905.02. Simply put, Misfits did not meet its burden in establishing that the Application met the requirements of the Zoning Ordinance even with the conditions recommended by the Commission and the public commentary established it could not do so.

a. The location of the ATV park does NOT promote public interest.

"I did go interview the . . . people that run stores closest to the park that we're talking about and found out that there is substantially no economic impact for Hancock County with -- with regard to those two stores. They said that their understanding is from what they've seen, every time there is an event people are coming to, they already have their beer and their ice and they spend basically nothing at the two local stores that are closest to there."

"That Scout camp is one of the major prides of Hancock County. It is - it is known far and wide, and to do anything that would take away from that gem that we have here in Hancock County and have had consistently for so many years, would be a tragedy."

"It's a dis-benefit to the county when the Sheriff's resources have to be called out there all weekend long, all hours into the night to write tickets of noise that they can hear, but they can't see. So, when you go stand before a judge and the person who gets this ticket is there, he asked him. He says, 'Well, did you see the person who was – did you see them making this noise?' 'No, but I heard them, so I wrote the ticket.' Well, he just throws it in the trashcan."

"I mean, you've got 377 acres and people live all around it. I mean, our property is right there with them for 7/800 foot stretch and the trails wrap around the perimeter."

b. The ATV park is NOT designed, located and proposed to promote the public safety, health, and welfare.

"They're not in the wilderness. They are in a neighborhood. That's the problem here. This park was a quiet RV park in a neighborhood. Our community, we have two churches on our road. We have the horse and buggy signs on all the roads near us, because people ride with their horses and buggies, on these roads. But when the ATVs come to town, they are all – the people are all in a frenzy, and start, I mean they drive real fast on our roads and it's dangerous. It's very dangerous.

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

One thing that they have to prove is that the conditional use permit that they want is in the public interest. So I'm here to tell you that I've spoken with so many people in our community and it's not in the public interest."

"The other thing is that this business cannot be operated. This business that they are proposing cannot be operated in a manner that public safety, health, and welfare are protected. Like it was said earlier, we do have situations almost every time they have an event where we have sirens. Now, you can be in north Handcock County over in our neighborhood and go six months without hearing a siren; but if they're having events, you hear sirens -- sometimes multiple times during that weekend event. We had the helicopter right over me - over my barnyard - looking for a place to land to carry out an injured person. I mean it is - their business does not promote the health, safety, and well being of the public."

"The place is destroyed around the perimeters. You can go look at Bell Creek where - it crosses Bell Creek Road on the back end. After they've had a weekend, the water is slam muddy. I don't know how DEQ hasn't shut the place down now with all of the erosion that's going on."

"Just imagine a second-grader coming home, just joined the Cub Scouts, they have a campout coming up at camp, they go to Walmart, buy $400 worth of camping gear. They go camping, have their s'mores, and then the radio is blaring describing female anatomy in every shape, form, and fashion, and male anatomy and what they're going to do together coming right over the road. And then there's a play-by-play announcer of a wet T-shirt contest. It's out in the country. It's quiet, so sound travels. That's what we're dealing with."

c. The ATV park will continue to cause substantial injury to the neighborhood.

"Their use will damage the values to the property in the neighborhood. Nobody will buy there. Hancock County is finally attracting people from all over the country: People from New York, people from Louisiana, people from Oregon. People are moving here. I've talked to people and they – they love the idea of being down here. People are buying this property up. But, if we have that ATV place – that ATV allowed – ATVs allowed to run in that park like that, no. They won't be buying in Hancock County."

"I couldn't imagine coming to look for a piece of property out there in this part of the county. And hearing this and thinking, 'Oh, this is a nice place to build a home. This is a nice place to raise a family.' The road gets crowded. You can't get through there. I would never ride a horse down the county road on a Saturday or Friday. Even when people come driving in, you've got to understand the severity of the problem."

d. The ATV park does NOT conform to all district regulations for the applicable district.

"I think that since there's all these complaints about the noise ordinance, which are valid complaints. What is going on is they're trying through a zoning request, to side-step the noise ordinance. They think apparently that if they get a permit allowing ATVs, that they're not going to be in violation of the noise ordinance, and they are, because the noise ordinance doesn't say

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

well if you have a business permit to right ATVs, you can ride them and still violate the law. You cannot violate the law."

"ATVs have been running all night long with loud music. The scouts have not been able to sleep at night. These - this noise has been going until about 4 o'clock in the morning on the weekends. Vulgar music, loud engines coming through, and this all started around the 2013 period and it needs to stop."

"Listen, I've been inside a home with other people three miles away – three miles away – and could hear it inside a brick home. You can hear it inside a brick home. The music and the noise from these vehicles. Just imagine what's happening up close."

e. The ATV park is NOT in harmony with the scale, bult, coverage, density, and character of the area or neighborhood.

"I grew up across the road from this place for the - since 1990. I can tell you everything that's went on over there of my entire life. My uncle owned it back in the '80s. Just to clarify a few things – what [Mr.] Yarbrough said over here regarding the place and then I just want to address a few issues. He and his address brought up some things that actually correspond with the way we feel. He acknowledged the noise; the noise is unbearable. Listen to me. I know it's hard to understand this in this room, but they don't have one or two or three people on four wheelers out there. We're talking dozens, dozens and dozens, and sometimes hundreds. Imagine living next door to a place where a convoy comes through with speakers blaring wide open in the middle of the night, two o'clock, you've got your family down, you're trying to have a dinner, you're trying to have a vacation – or they come down for holiday. Whatever it is and this is just blowing your brains out."

"[The off-road vehicles] are so loud that if there was one in the parking lot right now, we wouldn't be able to hear each other without the microphone."

"They come up right behind my house and if you've got 30 ATVs following each other in addition to me having to listen to all the noise from the modified mufflers, they all have a different song on their stereo and it is blaring. So there is no peace."

"I've had my property there since 1992. I bought it next to Scenic Trails Campground. It was a RV park. It was very peaceful. It was wonderful. I could walk over there. I take my Lamas over there. Take my dog over there. We could go over there and visit with people. It was a wonderful peaceful place. I would not been stupid enough to spend my money moving to Hancock County to buy next to an ATV park."

"[My neighbors] do not want this in our community at all. I'm here representing those people as well since they couldn't be here."

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

"We ought to have a right to live in peace up there where we live. We live up there 20 minutes and 30 minutes from town for a reason. Because it used to be quiet and peaceful up there before the misfits got in here. You see? And it's up to y'all to do something about that."

CONCLUSION

The Council respectfully requests that the Board schedule a hearing on this appeal as the Commission's recommendation to grant approval of the Application subject to certain conditions does not and cannot meet the requirements of the Zoning Ordinance. More specifically, the law imposed a burden on Misfits to demonstrate that the Application met certain requirements, and it did not do so in the submissions to the Commission or in its commentary during the meeting. Thus, after a hearing, the Council respectfully requests that the Board reject the recommendation of the Commission and deny the Application before it.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Grant M. Tarleton

4865-4863-4690

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

GMT:jfp

Enclosures:

- September 2, 2022 Letter
- November 11, 2022 Letter
- December 1, 2022 Letter

cc:

- Scotty Adam (Scotty.Adam@co.hancock.ms.us)
- Greg Shaw (Greg.Shaw@co.hancock.ms.us)
- Theresa Ryan (tryan@co.hancock.ms.us)
- Kodie Koenenn (kkoenenn@co.hancock.ms.us)
- Darrin "Bo" Ladner (DarrinBo.Ladner@co.hancock.ms.us)
- Hancock County Planning and Zoning Commission
  c/o Gary M Yarborough, Jr. (gary@yarboroughlaw.co)

4865-4863-4690

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

BAKER DONELSON

ONE EASTOVER CENTER · 100 VISION DRIVE · SUITE 400 · JACKSON, MISSISSIPPI 39211
601.351.2400 · bakerdonelson.com

GRANT M. TARLETON, ESQ.
Direct Dial: 601.351.2472
E-Mail Address: gtarleton@bakerdonelson.com

September 2, 2022

Mr. Anthony Cuevas
Director of Planning & Zoning, Building Official/Inspector
Hancock County Planning and Zoning
854 Highway 90, Suite A
Bay St. Louis, MS 39520

Re: Misfits Off-Road LLC Zoning Violations

Dear Mr. Cuevas:

We represent the Southeast Louisiana Council, Boy Scouts of America, Inc. (the "Southeast Louisiana Council") in connection with issues arising from zoning violations by Misfits Off-Road LLC ("Misfits"). Simply stated, Misfits use of the property (the "Property") described in Appendix A (zoned as A-1, General Agriculture District) as an off-road ATV and RV park constitutes a direct and blatant violation of the Hancock County Zoning Ordinance (the "Zoning Ordinance"). Misfits does not possess any applicable permits allowing it to operate as an off-road ATV park or as a RV park.

Misfits, in addition to disregarding zoning ordinances, has been an extreme public nuisance to the Hancock County community, including the Southeast Louisiana Council. As evidenced by several pending charges for violations of the Hancock County Noise Ordinance, as well as statements from individuals who live near the Property or utilize Salmen Scout Reservation ("Camp V-Bar"), a Scouting reservation with properties owned and operated by the Southeast Louisiana Council adjoining and across from the the Misfits property. *See* Appendix B, Hancock County Sheriff Documents. *See also* Appendix C, Affidavit and Statements. The nuisance caused by Misfits illustrates the importance of zoning ordinances and adherence to these ordinances.

For these reasons, we request that the Hancock County Planning and Zoning 1) seek a permanent injunction from Hancock County Chancery Court to enjoin Misfits and any other future entity from operating an off-road ATV park on the Property and 2) prohibit Misfits from operating its RV park until it obtains the proper special exception permit. A more detailed summation follows:

I. Misfits' use of the Property is a direct and blatant violation of the Hancock County Zoning Ordinance.

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

The current Hancock County Zoning Map indicates the Property at issue to be zoned, A-1 General Agriculture District. According to Section 402.01 of the Zoning Ordinance, the purpose of such district is "to provide an area primarily for agriculture purposes and low density residential development. Because of the rural nature, it is the purpose of this district to encourage and protect such uses from urbanization until such is warranted and the appropriate change in district classification is made."

The permitted uses for a property zoned A-1 are set out in the Hancock County Planning Commission's "Chart of Uses." No category exists where Misfits is "Allowed by Right" to operate an off-road ATV park on the Property.

Further, according to governing permits recorded with respect to the Property, Misfits has not obtained a conditional use permit, special exception permit, or variance permit from the Planning Commission of any kind that specifically allows it to operate an off-road ATV park or an RV park on the property. Further, land and business records accompanying the Property confirm the Property was not used as an off-road ATV prior to Hurricane Katrina. Thus, Misfits' operation of an off-road ATV and/or a RV park stand in direct opposition to the rules and regulations provided in the Zoning Ordinance.

II. Misfits has continuously violated the Hancock County Noise Ordinance to such an extent as to cause a public nuisance.

Not only does Misfits' use of the Property directly violate the Zoning Ordinance, but Misfits continuously violates or allows its attendees to violate the Noise Ordinance to the detriment of its neighbors including Scouts, Scouting volunteers, and others who use Camp V-Bar from around the region on a year-round basis.

Section 1 of the Noise Ordinance states the following:

MOTOR VEHICLES

> "No person shall, in any area zoned as agricultural or residential, including, but not limited to multi-family residential areas, operate, allow or permit for another to operate on his/her/its property, or conduct a business that allows or permits persons to operate at the location or during the business's operations any equipment, motor vehicles, boats, or other devices of any kind whatsoever that emanates a sound that may be heard more than 100' **from the location of operation**, that is disturbing and undesirable to other residents outside the 100' area."

AUDIO/SOUND EQUIPMENT

Further, Section 2 of the Noise Ordinance states the following:

> "No person shall in **any area of Hancock County** operate, allow or permit for another to operate on his/her/its property, or conduct a business that allows or permits persons to operate at the location or during the business's operations any audio equipment in a motor vehicle to where the sound emanates **more than 50'**

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> **from the source** to where any other person would be able to hear said sound from the vehicle."

Misfits, although only incorporated in April 2022, has continuously violated and/or allowed its customers to violate the aforementioned provisions on a regular basis. The documents provided in Appendix B and Appendix C evidence these violations:

1. **Complaints Issued to the Hancock County Sheriff's Department**
2. **Criminal Citations Issued to Individuals on the Property for Violating the Noise Ordinance**
3. **Affidavits From Various Individuals Detailing Misfits' Consistent Disregard and Respect for the Noise Ordinance**

It remains clear from the provided affidavits and citations that Misfits routinely allows its customers to operate off-road vehicles that can be heard from over 100 feet, much less 50 feet, away. The noise created by Misfits is undeniably disruptive and unsettling. In addition to being loud, the scene caused by Misfits is often lewd and inappropriate for the minors who come to enjoy Camp V-Bar or live near the Property.

The reality is that Misfits and its customers have continuously violated the Noise Ordinance to such an extent that it has 1) resulted in criminal citations being issued, 2) disturbed the neighboring residents of Hancock County within their own homes, and 3) disturbed countless Scout troops that have frequented the Salmen Scout Reservation (which has been used by the Scouts for some 50 years).

III. Misfits's operation of an RV park is in violation of the Zoning Ordinance because Misfits has not been approved for a special exception permit.

The Zoning Ordinance and apparently an unwritten rule in Hancock County (due to destruction of records as a result of Hurricane Katrina) provide that any current use not in conformity with the Zoning Ordinance but existing prior to Hurricane Katrina may be "grandfathered in" to allow such property use to continue. Nevertheless, if the non-conforming use of the land "ceases for any reasons for a period of more than one year," the user of the land must be approved for the applicable permit before it can be used for that purpose again (Section 602.04). Furthermore, pursuant to Section 602, if the use of the land involves any structure that has a replacement cost exceeding one thousand ($1,000) dollars, it cannot fall within the category of non-conforming use. Therefore:

1. Because Misfits' RV park contains structures that have a replacement cost exceeding $1,000, its use as an RV park has been in violation of the Zoning Ordinance because its use could not be by definition a non-conforming use. Further, Misfits has not obtained a special exception permit.

2. Even if the Zoning Commission determines no structures in the RV park have a replacement cost exceeding $1,000, Misfits operation of a RV park still violates the applicable Zoning Ordinance because the operation of the RV park ceased for more than one year since Hurricane Katrina (See Appendix C). According to section 602.04 of the Zoning Ordinance, if any

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non-conforming use of land ceases for any reasons for a period of more than one year, any subsequent use of land shall conform to the regulations specified by the ordinance of the district where the land is located. The Chart of Uses requires a special exemption permit to operate an RV park on land designated A-1. Accordingly, Misfits is in ziolation of the Zoning Ordinance given 1) the property ceased operation as an RV Park after Hurricane Katrina and 2) no entity has obtained a special exception permit to operate an RV park on the property. This is true even if there were no structures on the RV park having a replacement cost exceeding $1,000. Misfits should be prohibited from operating its RV Park until it obtains the proper permits in accordance with the procedures set forth in Section 906 of the Zoning Ordinance.

Conclusion

For these reasons, we request the Hancock County Planning and Zoning 1) seek a permanent injunction from the Hancock County Chancery Court to enjoin Misfits and any future entities from operating an off-road ATV park on the Property and 2) prohibit Misfits from operating its RV Park unless and until it obtains the proper special exception permit.

We will tentatively place this matter on the Hancock County Board of Superviosr's agenda for their last meeting in September in case you are unable to provide the requested relief by such date. We look forward to working with you.

Please feel free to contact us if you should have any questions. Thank you for your assistance in this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Grant M. Tarleton

GMT:jfp
Enclosures

- Appendix A: Property Description
- Appendix B: Hancock County Sheriff Documents
- Appendix C: Affidavit and Statements

cc: (w/encl.)

4884-8245-0473

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APPENDIX A

- Parcel Number 017-0-25-005.000

The property is located in Township 5 South, Range 14 West, Section 25: SE ¼ SE ¼; N ½ SE ¼ with a physical address of 1260 Road 326, Perkinston, MS 39573.

That certain parcel of land property situated and being in the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, particularly described as follows:

For a point of beginning, commence at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, and thence run South along the East line of said Section 36, a distance of 803.33 feet to an iron rod; thence run West and parallel with the North line of said Northeast Quarter of the Southeast Quarter a distance of 803.33 feet to an iron rod thence run North and parallel with the East line of said Section 36, a distance of 803.33 feet to an iron rod situated on the East-West one-half Section line of said Section 36, thence run East along said Half-Section line a distance of 803.33 feet back to the Point of Beginning. Said parcel contains 15.00 acres, more or less, and is part of the land conveyed to J. Ashton Green by warranty deed dated October 17, 1969, recorded in Deed Book V-3, at Pages 44-45.

- Parcel Number 017-0-36-001.000

The property is located in Township 5 South, Range 14 West, Section 36: NE ¼; E ½ NW ¼; NE ¼ of SE ¼ with a physical address of 1260 Road 326, Perkinston, MS 39573.

Beginning at the Southeast corner, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi; thence North 2623.96 feet, thence South 89 degrees 53 minutes 30 seconds West 2649.57 feet; thence South 1305.76 feet; thence North 89 degrees 53 minutes 15 seconds East 1324.99 feet; thence South 1320.0 feet; thence South 89 degrees 49 minutes 04 seconds West 2649.24 feet; thence South 00 degrees 49 minutes 38 seconds East 2678.07 feet to an existing pipe; thence North 89 degrees 21 minutes 12 seconds East 3955.43 feet to the East Section line of said Section 25; thence North along said Section line to the Point of Beginning. This parcel contains 361.89 acres, and is the Southeast Quarter of the Southeast Quarter, and the North half of the Southeast Quarter of Section 25, and the Northeast Quarter and the East half of the Northwest Quarter of Section 36, all in Township 5 South, Range 14 West, Hancock County, Mississippi.

LESS AND EXCEPT

Commencing at an iron pipe on the southern right-of-way of Bell Creek Road, which point is further described as South 89 degrees of 07 minutes East 148.54 feet of the intersection of the west boundary of the NW1/4 of the SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi and the southern right-of-way of Bell Creek Road; thence run South 00 degrees 04 minutes 43 seconds West for 391.34 feet to an iron pipe approximately 5 feet west of a well; thence South 00 degrees 03 minutes 54 seconds East for 436.63 feet to a ½"x ½" iron bar in the center of Bell Creek; thence North 61 degrees 45 minutes East along center of creek for 181.29 feet to a ½"x ½" iron bar; thence North for 681.09 feet to an iron pipe on the southern right-of-way of Bell Creek Road; thence North 89 degrees 07 minutes West along said right-of-way for 179.46 feet to the Point of Beginning. Said parcel containing 3.13 acres and being a part of the NW1/4 of SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi.

APPENDIX
A

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Hancock County Sheriff's Office

Incident Report

8450 U.S. Highway 90 Bay Saint Louis,, MS 39520
Phone: (228) 466 - 6900 Fax: (228) 255 - 8246

ORI	County	Venue	Report #
MS0230000	Hancock County	Bay St. Louis	H202201355

Report Date / Time	Occurrence Date / Time	File Class
04/30/2022 19:54 Hrs	04/30/2022 00:02 Hrs - 04/30/2022 19:54 Hrs	97-35-9

(US/Central)

Nature of Incident	Supplements
Complaint (Other/Specify)	Initial Report (1) Approved Report (1)

Summary
Noise Ordinance Complaint at 27585 V-Bar Road.

Internal Communications Regarding Incident
Issued per Lt. Holland

Victim's Contact Information
Society

Incident Location

Address	City	State	ZIP	Country
27585 V Bar Road	Kiln			United States of America

County:	Township of Occurrence	Clery Location
Hancock County		

Latitude	Longitude	Beat	Sub-Beat
30.571569	-89.356293		

Comments
V Bar Road

Incident Offenses

Supp #	Offense	Status	Status Date
0	97-35-9 - Disturbance Of Any Family (97-35-9)	Cleared by Arrest	04/30/2022 00:02 Hrs

Attempted / Completed	Weapons Used
Completed	

Remarks:
citation summons

Officers Involved

Role	Name	Agency	Supp #
Arresting / Citing	Deputy C. Hoda (#H215)	Hancock County Sheriff's Office	0
Assisting	Deputy K. Malley (#H107)	Hancock County Sheriff's Office	0
Assisting	Sergeant R. Fife (#H61)	Hancock County Sheriff's Office	0
Reporting	Deputy C. Hoda (#H215)	Hancock County Sheriff's Office	0

Incident People

Roles	Supp #
Arrestee,Suspect / Offender,Other Contact Person	0

Name	Title	Date of Birth
ANDERSON, CHRISTOPHER GREG (Primary Name)		Redacted

Race	Sex	Age at Occurrence	DL #
Redacted	Redacted	Redacted	Redacted

Arrest Date	Arrest Type
04/30/2022	Summoned/Cited

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APPENDIX
B

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Incident Narratives

Field Arrest #00769AR-HCSO22 Narrative #1

Author:	Date Created:	Supp #
Deputy C. Hoda #H215	05/01/2022 0017 Hrs	0

On April 30th, 2022, at approximately 0005 hours, Deputy Chad Hoda responded to 27585 V bar road in reference to a noise complaint. Upon arrival, Deputy Hoda observed the sound of four-wheelers off in the distance as well as loud music which could be heard from the roadway. Deputy Hoda made contact with the security guard at the guard shed who advised Deputy Hoda he gave a preemptive warning to the motorists to stop the noise at 11:00 pm. Deputy Hoda returned to the park on the following shift (04-30-2022 1955 hours), per Lieutenant Holland's directive to make contact with the owner and issue the citation for the noise violation. The park owner, Mr. Christopher Greg Anderson was issued a Noise Ordinance Violation citation summons. Deputy Hoda then returned to patrol, nothing further at this time.

Signed: Deputy C. Hoda #H215	Reviewed:

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Original Narrative

Author:	Date Created:	Supp #
Deputy C. Hoda #H215	05/01/2022 0155 Hrs	0

On April 30th, 2022, at approximately 0005 hours, Deputy Chad Hoda responded to 27585 V bar road in reference to a noise complaint. Upon arrival, Deputy Hoda observed the sound of four-wheelers off in the distance as well as loud music which could be heard from the roadway. Deputy Hoda made contact with the security guard at the guard shed who advised Deputy Hoda he gave a preemptive warning to the motorists to stop the noise at 11:00 pm. Deputy Hoda returned to the park on the following shift (04-30-2022 1955 hours), per Lieutenant Holland's directive to make contact with the owner and issue the citation for the noise violation. The park owner, Mr. Christopher Greg Anderson was issued a Noise Ordinance Violation citation summons. Deputy Hoda then returned to patrol, nothing further at this time.

Signed: Deputy C. Hoda #H215	Reviewed:

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Supplement #1 Narrative

Author:	Date Created:	Supp #
Deputy K. Malley #H107	05/01/2022 0212 Hrs	1

On April 30th, 2022, at approximately 0232 hours, Deputy Kyle Malley responded to 27585 V bar road in reference to the second noise complaint in a matter of hours. Upon arrival, Deputy Malley observed the sound of four-wheelers off in the distance as well as loud music which could be heard from the roadway. Deputy Malley made contact with the security guard who advised he did not know where the individuals were on the trails. Deputy Malley remained in the area to exceed an hour to attempt to located the individuals on the four-wheelers. Deputy Hoda returned to the park on the following shift (04-30-2022 1955 hours), per Lieutenant Holland's directive to make contact with the owner and issue the citation for the noise violation. The park owner, Mr. Christopher Greg Anderson was issued a Noise Ordinance Violation citation summons. Deputy Hoda then returned to patrol, nothing further at this time.

Signed: Deputy K. Malley #H107	Reviewed: Sergeant R. Fife #H61

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SHERIFF'S OFFICE/JAIL
RECEIPT

STATE OF MISSISSIPPI
HANCOCK COUNTY

RECEIPT Nº 7942 R

Case No. 12022.01355

PROCESS FEES	$
CASH BONDS	
BOND FEES	
PROFESSIONAL BONDSMEN FEES	
DEFENDANT BOND FEES	
EXECUTION FEES	
VENDING COMMISSIONS	
SALES OF PROPERTY	
BANK INTEREST	
PETTY CASH	
FEEDING PRISONERS	
SALES INCOME	
OTHER (Specify)	
Noise Report	
TOTAL	$ 5.00

HOW PAID: Cash ____
Check X
Money Order ____

Payment received from Baker Donelson

the 26 day of July, 2022 YEAR

Dollars $ 5.00

CK#52455

By R. Adam K Sidlenkittel, Sher

L.B. 4105 • CODE 7-7-211 – SAFEGUARD - DEMENT 62-8944

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AFFIDAVIT OF PAT NECAISE

THE STATE OF MISSISSIPPI
COUNTY OF HANCOCK

1. My name is Pat Necaise. I am an adult resident and citizen of the State of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. The facts in this Affidavit are based on my personal knowledge and are true and correct to the best of my knowledge.

3. I am employed by the Southeast Louisiana Council, Boy Scouts of America, Inc. ("Southeast Louisiana Council") and have been the Camp Ranger for Salmen Scout Reservation (Camp V-Bar) located in Hancock County at 27585 V-Bar Road in Perkinston, Mississippi, for over 30 years.

4. I live in a residence at the front of the camp's property approximately 100 feet from V-Bar Road.

5. Camp V Bar consists of several hundred acres of land owned since the early 1970s by the Southeast Louisiana Council and operated on a year-round basis as a Scouting camp. In addition, a forestry management program currently remains on-going at the camp with harvesting of trees and replanting of loblolly pines on a significant portion of the camp property.

6. The camp's property is located across from and adjoining to a property located at 27550 V Bar Road in Perkinston, Mississippi. Since the spring of this year, Misfits Off-Road LLC ("Misfits") began operating an ATV park and an RV park at 27550 V Bar Road.

7. Prior to pandemic that started in March 2020, South Mississippi Off Road and RV Park, LLC operated an ATV park and a RV park at the location beginning in about 2018 but stopped operating and occupying the property at least one year before this past spring.

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APPENDIX
C

8. I also know that one other entity, Muddy Joe's LLC, operated an ATV park and a RV park at the property, but it did not began doing so until well after Hurricane Katrina, probably in about 2013. Thus, while I cannot remember exactly when a RV park started operating on the property, I know that Muddy Joe's LLC began operating the first ATV park well after Hurricane Katrina occurred in 2006.

9. Misfits, the current ATV park and RV park operator, and its customers have caused an extreme amount of disturbance to the Scouts and volunteers who use Camp V-Bar. As part of the Scouting program, youth between the ages of five and eighteen participate in programs at the camp. Additionally, Scouting volunteers and professionals from around the region use the camp to lead and to develop Scouts as well as for adult training programs. In some instances, the disturbances caused by Misfits and its customers since its opening have caused Scouts and their leaders to leave camp in the middle of the night.

10. Misfits' customers ride into the early hours of the morning blaring extremely loud and often obscene music. On at least eight occasions commencing on March 25, 2022, the Hancock County Sheriff has been called because of disturbances from Misfits that last until 3:00 a.m. or 4:00 a.m. in the morning. The most recent call occurred on July 16, 2022, but it does not seem to have abated the noise and other disturbances even though several noise ordinance violations have been issued to Misfits operators and/or its customers.

11. Misfits also has organized several events that do not end until late into the evening or early hours of the morning. The noise emanating from the ATV park can easily be heard by both Camp V-Bar's guests as well as other local neighbors.

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12. I, as noted above, live on the grounds of Camp V-Bar across the street from Misfits. From a personal standpoint, Misfit's operation of the ATV park and RV part has resulted in a living hell for my neighbors and me.

13. I also am concerned by what appears to be the use of alcohol by Misfits' customers and the subsequent operation of ATVs as it obviously causes a safety concern for the camp's occupants as well as neighbors living nearby the ATV park.

14. I do not understand how it can be appropriate for Misfits to operate as an ATV park or a RV park when other neighbors and I never have been notified about any type of proceeding for a permit or variance and continue to be disturbed by the operations on the property in what should be a quiet community.

FURTHER AFFIANT SAYETH NOT.

PAT NECAISE
27585 V-Bar Road
Perkinston, Mississippi 39573



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STATE OF MISSISSIPPI
COUNTY OF HANCOCK

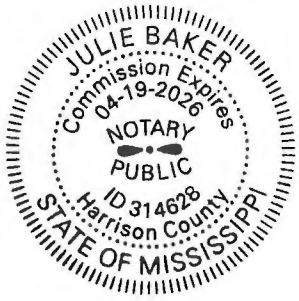
Personally appeared before me the undersigned authority in and for the state and county aforesaid, the within named, Pat Necaise, who being first by me duly sworn states on oath that the matters and facts as set forth in the foregoing "Affidavit of Pat Necaise" are true and correct as therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME this the 15 day of August 2022.

Julie Baker
Notary Public

My Commission Expires:

4-19-26



4886-5284-2793

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UNSWORN DECLARATION UNDER PENALTY
OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Carl W. Cuevas. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. The noise from the mud park affects our sleep. We have trouble getting the proper rest and the traffic going and coming from the mud park is creating many hazards for our children. The weekends of April and May of this year were extremely bad.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 4 Aug 2022 (date).

Carl W Cuevas

CARL W. CUEVAS

26421 Wolf Creek Rd
Street Address

Kiln, MS. 39556
City, State, Zip Code

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OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Gloria Necaise. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. Since the mud park has begun operating in our neighborhood, life has become a living hell, our physical and mental well-being has been pushed to the limit. My family and I have had to call the Sherriff's Department eight times trying to get some help. And even then, the noise usually continued until 3:00 a.m. or 4:00 a.m. in the morning. We all want normal and peaceful lives again.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ August 13, 2022. (date).

GLORIA NECAISE

27535 V-Bar Rd.
Street Address

Perkinston, MS 39573
City, State, Zip Code

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STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Oscar Moran Jr. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. We cannot sleep at night or day because of the noise coming from the mud park. We cannot get any rest that we need to work day in and day out. We need some help. We cannot continue to live like this.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 13 of Aug. 2022 (date).

Oscar Moran Jr.
OSCAR MORAN JR.

19548 Bell Creek Rd
Street Address

Perkinston MS 39573
City, State, Zip Code

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STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Kay Odom. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. We cannot enjoy company outside or inside because of the constant noise day and night. Vehicles run you off the road with trailers, ATVs, and campers. Loud music is playing all the time. The issue is especially persistent when it rains.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8-13-22 (date).

Kay Odom

KAY ODOM

19501 Bell Creek Rd

Street Address

Perkinston, MS 39573

City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Kelly Cuevas. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. My family and I have tired of the loud music and noise from the ATV parking including on the weekends of April 29, 2022, and May 29, 2022.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8-13-22 (date).

Kelly Cuevas

KELLY CUEVAS

26510 Wolf Creek Rd
Street Address

Kiln ms 39556
City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Violet Ladner. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. I hear loud music late into the night from the ATV park and am unable to sleep because of it. Can't sleep at night because of the loud music. My kids also stayed up late because of loud noise from the ATV park on the weekends of April 29, 2022, and May 29, 2022.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8-13-22 (date).

Violet Ladner
VIOLET LADNER

2510 Wolf Creek Rd.
Street Address

Kiln ms 39556
City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Phillip Shaw. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. The noise from the ATV park is very disturbing. On May 7, 2022, May 28, 2022, May 29, 2022, and other dates, I could hear the noise at 3:00 a.m. and 4:00 a.m. When bands play, I can hear the words, including vulgar words that can be heard in my house with the doors and windows closed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8/13/22 (date).

Phillip R Shaw
PHILLIP SHAW

28580 V Bar Rd
Street Address

Perkinston, Ms. 39573
City, State, Zip Code

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OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Janice Shaw. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. The noise from the ATV park is very disturbing. On May 7, 2022, May 28, 2022, May 29, 2022, and other dates, I could hear the noise at 3:00 a.m. and 4:00 a.m. When bands play, I can hear the words, including vulgar words that can be heard in my house with the doors and windows closed.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ _____ (date).

Janice Shaw
JANICE SHAW

28580 V-BAR Rd
Street Address

PERKINSTON, MS 39573
City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

UNSWORN DECLARATION UNDER PENALTY
OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Roy Shaw. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. I work on weekends and hearing loud noise from the ATV park until 2:00 a.m. or 3:00 a.m. in the morning has become a real nuisance.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8-13-22 (date).

Roy Shaw

ROY SHAW

28571 V BAR RD

Street Address

PERKINSTON, MS, 39573

City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Don Smith. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. I live approximately one-half mile from the ATV park and hear the noise as if it were happening in my yard. Hopefully, someone will be able to do something to stop the noise.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8/14/22 (date).

Don Smith

DON SMITH

2191

Street Address

HWY 53rd PERKINSTON miss 39573

City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is SPENCER Smith. I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. Our community has always been peaceful. With the loud music and noise, people who live near the ATV park no longer are comfortable in their own homes. Hopefully, someone will be able to do something to end the problem with the ATV park noise.

I declare under penalty of perjury that the foregoing is true and correct. Executed on ____ 8/14/2022 (date).

Spencer Smith
SMITH

2491 HWY 53
Street Address

PERKINSTON MS. 39573
City, State, Zip Code

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

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OF PERJURY PURSUANT TO 28 U.S.C. § 1746

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

1. My name is Rance Necaise I am an adult resident citizen of Mississippi. I am over the age of 21 years, and I am competent to testify in this matter.

2. This declaration is based upon personal knowledge and information gained from living near Misfits offroad ATV and RV park in Perkinston, Mississippi.

3. I currently live approx 2-3 miles from Misfits. I can hear loud music & engines even from this distance I owned property across street from this group, and sold it and moved my house plans due to the loud noises. Completely unbearable!!!

I declare under penalty of perjury that the foregoing is true and correct. Executed on 8/15/22 (date).

PRINT NAME: Rance Necaise

31075 Cane Creek Rd Perkinston, MS
Street Address

228-216-7336
City, State, Zip Code

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BAKER DONELSON

ONE EASTOVER CENTER · 100 VISION DRIVE · SUITE 400 · JACKSON, MISSISSIPPI 39211
601.351.2400 · bakerdonelson.com

GRANT M. TARLETON, ESQ.
Direct Dial: 601.351.2472
E-Mail Address: gtarleton@bakerdonelson.com

November 11, 2022

By E-Mail & Standard Mail

Mr. Gary M Yarborough, Jr.
Attorney for Hancock County Board of Supervisors
P.O. Box 4168
Bay St. Louis, MS 39521
gary@yarboroughlaw.co

Re: Misfits Off-Road LLC Zoning Violations

Dear Mr. Yarborough,

As you are aware, we represent the Southeast Louisiana Council, Boy Scouts of America, Inc. (the "Southeast Louisiana Council") in connection with issues arising from zoning violations by Misfits Off-Road LLC ("Misfits"). While Hancock County ("the County") has addressed some of our concerns raised in our September 2, 2022 position paper, they have not addressed our contention that Misfits's operation of an RV park is unlawful. In addition, certain positions taken, officially or unofficially, by the County appear to be in violation of the Hancock County Zoning Ordinance (the "Zoning Ordinance). Finally, certain representations made by Harry Crimm in Misfit's conditional use application incorrectly reflect the historical use of the property. A more detailed explanation is as follows:

I. Misfits' use of the Property as an RV Park is in violation of Hancock County Ordinances.

Misfits continues to operate an RV park without meeting the requirements of Hancock County's Zoning Ordinance nor RV Park Ordinance. We explained in our initial position paper that Misfits's operation of an RV park is in violation of the Zoning Ordinance because Misfits has not been approved for a special exception permit. We also do not believe that Misfits is abiding by Hancock County's RV Park Ordinance. Hancock County Building & Zoning issued a "Stop Work Order" on September 12, 2022 to Misfits's operation of an Off-Road Park but it does not address Misfits's operation of an RV park. The intended limited scope of the "Stop Work Order" is confirmed by an email sent by zoning official, Anthony Cuevas, on October 19, 2022.

ALABAMA • FLORIDA • GEORGIA • LOUISIANA • MARYLAND • MISSISSIPPI • SOUTH CAROLINA • TENNESSEE • TEXAS • VIRGINIA • WASHINGTON, D.C.

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We incorporate by reference our arguments made in section two of our September 2, 2022 letter explaining Misfits's operation of an RV park is in violation of the Zoning Ordinance. We now add Misfits's operation of an RV park is also in violation of Hancock County's RV Park Ordinance. In particular, the RV Park Ordinance does not except Misfits from having to obtain a special use permit even if it operated as a RV park prior to Hurricane Katrina. Misfits still must comply with the RV Park Ordinance's provisions in having a proper permit and in conducting its operations. Based on the public records requests made to the zoning board, we have seen no evidence of a permit ever being issued for this location to operate as a RV park, and, further, no evidence that anyone from the county (or state) ever inspected Misfits to ensure compliance with the RV Park Ordinance's provision. Finally, the application materials submitted by Misfits to operate as a RV park include no construction plan nor site plan submitted as required by Section XVII and Section XVIII of the RV Park Ordinance. As a result, no evidence or information appears to exist that Misfits has been operating the RV Park with a proper permit or otherwise has complied with the RV Park Ordinance's requirements.

II. A Conditional Use Permit is not a proper or lawful resolution to Misfits's violations.

You previously indicated the County is allowing Misfits to apply for a conditional use permit because the Zoning Ordinance did not account for off-road parks so it goes to the closest related business listed which you allege is an outdoor amusement park. First, it is clear the Zoning Ordinance accounts for the use of off-road vehicles because it defines the term "Off-Road Vehicle."[1] The fact there is not a listed use for an off-road park clearly indicates the County did not intend for one to be operated within its jurisdiction when drafting the Zoning Ordinance. Second, even using your process, an off-road park is more aligned to a recreational vehicle park than an outdoor amusement park. This is evidenced by Misfits operating an RV Park as part of its off-road offerings. A special exception permit is required to operate an RV Park on A-1 property. The need for a special use exception is also evidenced by the County requiring a previous off-road operator to submit a special exception permit when attempting to open an ATV repair shop on the Property, which the County denied. Using the desination of an outdoor amusement park is improper. Misfit's operation is far from that of a Six-Flags or similar venue.

We also note that an application for a special use permit imposes certain requirements for publication and notice to the surrounding community. And, in this instance, no evidence of such publication or other notice exists from the public records requests made to the county. Thus, because Misfits improperly applied for a conditional use permit rather than a special use permit, the applicable publication and notice requirements have not been satisfied.

[1] Definition No. 163: "any type of vehicle which is capable of driving on and off paved or gravel surface away from public roads. It is generally characterized by having large tires with deep, open treads, a flexible suspension, or even caterpillar tracks. Other vehicles that do not travel public streets or highways are generally termed off-highway vehicles, including tractors, forklifts, four-wheelers and golf carts."

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Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

III. The Property has not been in continuous use as an ATV and RV park for decades.

Harry Crimm,[2] in Misfits's amended application for a conditional use permit, testified by affidavit that the subject property "[h]as been in continuous use as an ATV and RV park for several decades." This statement does not represent an accurate historical use of the property and even if true, would not matter. Based on the enclosed title abstracts, Crimm, via County Trails, LLC did not purchase the property until 2012. Misfits did not incorporate and begin operating on the property until April or May 2022 It seems unlikely that Crimm, a New Orleans lawyer who does not live in the Perkinston area, personally knows what transpired on the property for decades prior to his LLC owning it. My client has been operating Camp V-Bar for decades and can attest that an ATV and RV park have not been continually operating on the subject property for decades. See the affidavit from Pat Necaise, the Camp Ranger, submitted with my September 2, 2022 letter as Mr. Necaise has lived at the property for several decades.

Misfits is required to obtain a special exception permit, in part, because the operation of the RV park and the ATV park ceased for more than a year following Hurricane Katrina. We incorporate by reference our arguments made in section three of our September 2, 2022 letter.

Conclusion

For these reasons, we again request the Hancock County Planning and Zoning 1) deny any ***conditional use*** permits submitted by Misfits; 2) prohibit Misfits from operating as an ATV park or as a RV Park unless and until it obtains the proper ***special exception*** permits; and, if necessary, 3) seek a permanent injunction from the Hancock County Chancery Court enjoining Misfits from conducting any operations on the Property for which its has not been properly authorized and permitted.

Misfits conditional use permit is set to be heard by the Hancock Board of Supervisors on Thursday, November 17, 2022 at 5:00 p.m.. This hearing should be canceled for the reasons explained above.

Please feel free to contact us if you should have any questions. Thank you for your assistance in this matter.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Grant M. Tarleton

[2] Harry Crimm is the managing member of the LLC which owns the subject property, County Trails, LLC.

GMT:jfp
Enclosures

- Appendix A: Stop Work Order
- Appendix B: Cuevas 10/19/2022 Email
- Appendix C: County Trails Minutes
- Appendix D: Title Abstracts

cc: (w/encl.)

- Anthony Cuevas (Anthony.cuevas@co.hancock.ms.us)
- Scotty Adam (Scotty.Adam@co.hancock.ms.us)
- Greg Shaw (Greg.Shaw@co.hancock.ms.us)
- Theresa Ryan (tryan@co.hancock.ms.us)
- Kodie Koenenn (kkoenenn@co.hancock.ms.us)
- Darrin "Bo" Ladner (DarrinBo.Ladner@co.hancock.ms.us)

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HANCOCK COUNTY BUILDING OFFICE

854 Highway 90 Suite A
BAY ST. LOUIS, MS. 39520
(228) 467-4157

September 12,2022

To Whom It May Concern:

Please be advised that this letter is issued in accordance with Section 901.09-01 and 912.01 of the Hancock County Zoning Ordinance and shall serve as a formal notice of issuance of a Stop Work Order. The Off-Road Park use of the property located at parcel numbers 017 -0-36-001.000 & 017 -0-25-005.000 are in violation of the provisions of the Hancock County Zoning Ordinance and shall immediately cease.

After reviewing files located in our office, No Zoning Approval for the Off-Road Park has been found that would allow that particular use at the location as described by the parcel numbers above.

In order to correct the current violation, it will be necessary to apply by application to the Hancock County Planning Commission at the Hancock County Building & Zoning Department located at 854 Highway 90 Suite A Bay St. Louis, MS 39520 to receive approval for the Off-Road Park use on the property as referenced by the parcel's numbers above.

Thank You,

Anthony Cuevas
Hancock County Building & Zoning Official

HANCOCK COUNTY, MS
BUILDING & ZONING

APPENDIX
A

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

Rebecca Ruspoli

From: Jeremy Skinner
Sent: Wednesday, October 19, 2022 3:23 PM
To: Rebecca Ruspoli
Subject: Fwd: Misfits
Attachments: Misfits Stop Work Issuance.pdf

Sent from my iPhone

Begin forwarded message:

From: Anthony Cuevas <Anthony.Cuevas@co.hancock.ms.us>
Date: October 19, 2022 at 2:56:33 PM CDT
To: Jeremy Skinner <Jeremy.Skinner@co.hancock.ms.us>
Subject: Misfits

Jeremy,

Mr. Anderson came to my office after he received the letter, attached to this email, and I informed him that he could not have any organized events pertaining to the Off-road Park use of the property. Organized events would be special events advertised that would take place with Off-road vehicles wit unlimited time restraints that would include musical entertainment that would violate the noise ordinance. Mr. Anderson stated that he had planned some Halloween events in the RV Park area that we agreed was not an issue since the RV park was not detailed in the Stop Work Issuance Letter.

The Planning Commission will consider the application request for the Off-road Park Use at the Octob 20, 2022 meeting this week.

Anthony Cuevas CFM
Hancock County Building & Zoning Official
854 Highway 90 Suite A
Bay St. Louis, MS 39520
Anthony.Cuevas@co.hancock.ms.us

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APPENDIX
B

Regular Meeting of the Hancock County Planning Commission held on February 6, 2020

Those Present: R. Ladner, Koenig, Farve and Lee
County Attorney Gary Yarborough

Also Present: Anthony Cuevas, Director of Planning & Zoning

Minutes of the Previous Meeting: The minutes of the January 16, 2020 regular meeting were unanimously adopted on the motion of Commissioner Lee with Commissioner Koenig abstaining due to being absent.

Brandon Necaise d/b/a South MS Off Road & R.V. Park-Special Exception Use & Site Plan
The Commission considered the application of Brandon Necaise d/b/a South MS Off Road & R.V. Park requesting to build an ATV repair shop in the park. The property is located at 27550 V Bar Rd. Perkinston, MS 39573. The parcel number is 017 -0-36-001.000. The property is currently zoned A-1 General Agricultural.

Mr. Brandon Necaise was present at the meeting and explained to the Commission that he would like to locate an ATV repair shop in the park to be able to do repairs on the ATV's for riders during events so they would be able to continue riding. Mr. Necaise said he would operate Monday thru Friday 8p.m. to 5 p.m. and on weekends during events.

There were several people from the public that were opposed to the Special Exception Use.

Kelly Walker was the first opposed neighbor stating that her property adjoined the park on the south and the noise that comes from that place is unbearable and continues into the hours of the night. She also said that he was from Harrison County.
Rance Necaise was also opposed and stated that he owns property across the road from the entrance and is opposed to anything that would create noise. He stated that there are trails that cover the entire property and touch close to all bordering properties.
Tracy Jones represented the Boy Scouts of America's property located across the road from the entrance and was opposed to the noise.
Pat Necaise was also opposed stating that he has lived and operated the Boy Scouts of America's property for many years and said at times the noise is so loud they cannot hear each other talk.

After discussion on the matter it was recommended by Commission Lee to deny the Special Exception Use and Site Plan with Commissioner R. Ladner seconding the motion. Commissioner Favre and Commissioner Koenig both voted in favor of the application. Recommended denial of the application is a result due to failure to meet a majority vote.

Thomas Vanacor d/b/a Barn to Boogie-Conditional Use and Site Plan
The Commission considered the application of Thomas Vanacor d/b/a Barn to Boogie requesting to construct a new 40'x60' pole barn building and portable men and women restroom to operate as a Farmer's Market. The property consists of Two Lots at the North West corner of the intersection of Lakeshore Rd. and Alcorn Rd. Bay St. Louis, MS 39520.

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APPENDIX
C

The parcel numbers for the lots are 171R-0-12-193.000 and 171R-0-12-167.000. The properties are currently zoned A-1 General Agricultural.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Koenig to table the application due to the Site Plan not being complete.

Lance Wedgeworth-Mini Subdivision
The Commission considered the application of Lance Wedgeworth requesting to separate 38.503 acres for a residence from a 154-acre parcel. The property is located at 4169 Rd. 321 Perkinston, MS 39573. The parcel number for the property is 018 -0-33-006.000. The property is currently zoned A-1 General Agricultural.

Lance Wedgeworth was present at the meeting and explained to the Commission that he would like to divide his property in order to construct a residence.

After discussion on the matter it was unanimously adopted on the motion of Commissioner R. Ladner to recommend approval of the proposed subdivision as a mini subdivision based on the findings that said division meets the previously established criteria for a mini subdivision and that formal compliance with the requirements of the Subdivision Regulations is not necessary, but subject to the stipulations and on the condition that the applicant files an affidavit of subdivision in the public land records along with a certified survey showing new parcels with the legal descriptions.

Denny A. Conn-Mini Subdivision
The Commission considered the application of Denny A. Conn requesting to divide a 3.24 acre from a 7.8-acre parcel. The property consists of Two Lots located at 23255 Standard Cemetary Rd. Kiln, MS 39556. The parcel numbers are 056 -0-23-008.010 and 056 -0-23-008.011. The property is currently zoned A-1 General Agricultural.

Denny A. Conn was present at the meeting and explained that he would like to divide the property and sell the 3.24 acre.

After discussion on the matter it was unanimously adopted on the motion of Commissioner Farve to recommend approval of the proposed subdivision as a mini subdivision based on the findings that said division meets the previously established criteria for a mini subdivision and that formal compliance with the requirements of the Subdivision Regulations is not necessary, but subject to the stipulations and on the condition that the applicant files an affidavit of subdivision in the public land records along with a certified survey showing new parcels with the legal descriptions.

Meeting Adjourned at 5:51 p.m.

Mike Farve

Chairman

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Timothy A Kellar
Hancock County

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Prepared by and Return to:
Patrick A. Sheehan
Sheehan Law Firm, PLLC
429 Porter Avenue
Ocean Springs, MS 39564
(228) 875-0572

Grantors:
Clifton Saucier
C. J. Saucier
Susan Saucier
Peggy Luke
John Edd West
Dale Wayne Saucier
17363 Carlton Cuevas Road
Gulfport, MS 39501
(228)

Grantee:
Country Trails, LLC
A Mississippi limited liability company
807 Howard Avenue
New Orleans, LA 70113
(504) 523-3593

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100's ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **Clifton Saucier, C. J. Saucier, Susan Saucier, Peggy Lake, John Edd West and Dale Wayne Saucier (Grantors)**, do hereby sell, convey, bargain and warrant to **Country Trials, LLC**, a Mississippi limited liability company **(Grantee)**, the following described real property situated and located Hancock County, Mississippi, more particularly and certainly described as follows:

SEE ATTACHED EXHIBIT "A"

INDEXING INSTRUCTIONS: T5S-R14W
Section 25: SE 1/4 SE 1/4; N1/2 SE 1/4
Section 36: NE1/4; E1/2 NW1/4; NE1/4 of SE1/4

APPENDIX
D

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Ad valorem taxes for the current year are prorated as of the date hereof at closing and assumed by the Grantee herein.

WITNESS my signature this the 8th day of October, 2012.

CLIFTON SAUCIER

C.J. SAUCIER

SUSAN SAUCIER

PEGGY LUKE

JOHN EDD WEST

DALE WAYNE SAUCIER

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8th of October, 2012, within my jurisdiction, the within named **Clifton Saucier**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI
LINDA R. LANGLINAIS
NOTARY PUBLIC
ID# 65033
Commission Expires
January 23, 2014
JACKSON COUNTY

7.K.2.d

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STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 5th of October, 2012, within my jurisdiction, the within named **C. J. Saucier**, who acknowledged that he executed the above and foregoing instrument.

STATE OF MISSISSIPPI DONA R. LANGLINAIS NOTARY PUBLIC ID# 85033 Commission Expires January 23, 2014 JACKSON COUNTY

Dona R. Langlinais
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 of October, 2012, within my jurisdiction, the within named **Susan Saucier**, who acknowledged that she executed the above and foregoing instrument.

STATE OF MISSISSIPPI DONA R. LANGLINAIS NOTARY PUBLIC ID# 85033 Commission Expires January 23, 2014 JACKSON COUNTY

Dona R. Langlinais
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 9 of October, 2012, within my jurisdiction, the within named **Peggy Luke**, who acknowledged that he executed the above and foregoing instrument.

STATE OF MISSISSIPPI DONA R. LANGLINAIS NOTARY PUBLIC ID# 85033 Commission Expires January 23, 2014 JACKSON COUNTY

Dona R. Langlinais
NOTARY PUBLIC

My Commission Expires

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STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 of October, 2012, within my jurisdiction, the within named **John Edd West**, who acknowledged that he executed the above and foregoing instrument.



Dona R. Langlinais
NOTARY PUBLIC

My Commission Expires

STATE OF MISSISSIPPI
COUNTY OF JACKSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 of October, 2012, within my jurisdiction, the within named **Dale Wayne Saucier**, who acknowledged that he executed the above and foregoing instrument.



Dona R. Langlinais
NOTARY PUBLIC

My Commission Expires

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EXHIBIT "A"

PARCEL 1:

Beginning at the Southeast corner, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi; thence North 2623.96 feet, thence South 89 degrees 53 minutes 30 seconds West 2649.57 feet; thence South 1305.76 feet; thence North 89 degrees 53 minutes 15 seconds East 1324.99 feet; thence South 1320.0 feet; thence South 89 degrees 49 minutes 04 seconds West 2649.24 feet; thence South 00 degrees 49 minutes 38 seconds East 2678.07 feet to an existing pipe; thence North 89 degrees 21 minutes 12 seconds East 3955.43 feet to the East Section line of said Section 25; thence North along said Section line to the Point of Beginning. This parcel contains 361.89 acres, and is the Southeast Quarter of the Southeast Quarter, and the North Half of the Southeast Quarter of Section 25, and the Northeast Quarter and the East Half of the Northwest Quarter of Section 36, all in Township 5 South, Range 14 West, Hancock County, Mississippi.

LESS AND EXCEPT

Commencing at an iron pipe on the southern right-of-way of Bell Creek Road, which point is further described as South 89 degrees 07 minutes East 148.54 feet of the intersection of the west boundary of the NW1/4 of the SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi and the southern right-of-way of Bell Creek Road; thence run South 00 degrees 04 minutes 43 seconds West for 391.34 feet to an iron pipe approximately 5 feet west of a well; thence South 00 degrees 03 minutes 54 seconds East for 436.63 feet to a 1/2"x1/2" iron bar in the center of Bell Creek; thence North 61 degrees 45 minutes East along said center line of creek for 48.55 feet; thence North 48 degrees 30 minutes East along center of creek for 181.29 feet to a 1/2"x1/2" iron bar; thence North for 681.09 feet to an iron pipe on the southern right-of-way of Bell Creek Road; thence North 89 degrees 07 minutes West along said right-of-way for 179.46 feet to the Point of Beginning. Said parcel containing 3.13 acres and being a part of the NW1/4 of SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi.

PARCEL 2.

That certain parcel of land and property situated and being in the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, particularly described as follows:

For a point of beginning, commence at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, and thence run South along the East line of said Section 36, a distance of 808.33 feet to an iron rod; thence run West and parallel with the North line of said Northeast Quarter of the Southeast Quarter a distance of 808.33 feet to an iron rod thence run North and parallel with the East line of said Section 36, a distance of 808.33 feet to an iron rod situated on the East-West one-half Section line

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of said Section 36, thence run East along said Half-Section line a distance of 808.33 feet back to the Point of Beginning. Said parcel contains 15.00 acres, more or less, and is part of the land conveyed to J. Ashton Green by warranty deed dated October 17, 1969, recorded in Deed Book V-3, at Pages 44-45.

COVERALL

All of the above being the same land as conveyed by W. Steve Smith in his capacity as the Bankruptcy Trustee for the Bankruptcy Estate of the Buffalo Corporation in Case No. 99-40876-H4-7 in the U. S. Bankruptcy Court for the Southern District of Texas, Houston Division, to Clifton Saucier, via Trustee's Special Warranty Deed dated December 27, 2002, and recorded at Book BB 257, Page 182 in the land deed records of Hancock County, Mississippi; and being the same land that has been operated by said Clifton Saucier and his successors in interest (or partial interest) as Scenic Trails RV Park and or Scenic Trails Resort (or other trade name); all whether or not correctly and properly described above; and

The above described land being Hancock County Tax Parcels No. 017-0-25-005.000 (Parcel No. 1) and 017-0-36-001.000 (Parcel No. 2).

It is the intent of Grantors to convey all interests of the Grantors, and each of them, in Section 25 and 36, T5S-R14W, Hancock County.

Together with all and singular the rights, privileges and improvements to the same belonging or in any wise appertaining.

This conveyance is subject to the prior reservation of all oil, gas and minerals in, on or under the above described land.

INDEXING INSTRUCTIONS: T5S-R14W
Section 25: SE 1/4 SE 1/4; N1/2 SE 1/4
Section 36: NE1/4; E1/2 NW1/4; NE1/4 of SE1/4

CHANCERY CLERK MS HANCOCK COUNTY

Hancock County
I certify this instrument was filed on
10-17-2012 01:52:46 PM
and recorded in Deed Book
2012 at Pages 10598 - 10603
Timothy A Kellar

Gloria Jordan

\\emailserver\Firm Docs New\REAL EST PROJECTS\Country Trails RV Park\Closing Docs\11-Exhibit A.wpd

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

2014 23007
Recorded in the Above
Deed of Trust Book & Page
12-17-2014 01:37:59 PM
Timothy A Keller
Hancock County

RECORDING REQUESTED BY:

Harry R. Crimm

807 Howard Ave.

New Orleans, Louisiana 70113

INSTRUMENT PREPARED BY:

Harry R. Crimm

807 Howard Ave.

New Orleans, Louisiana 70113

RETURN DEED TO:

Ron Marks and Carolyn Weaver

3439 Vincennes Place

New Orleans, Louisiana 70125

Deed of Trust

COUNTY Hancock

STATE Mississippi

THIS DEED OF TRUST (hereinafter referred to as the ""**Security Agreement**"), executed on 12/12/2014, by and between the following parties (hereinafter the "**Parties**"):

BORROWER (hereinafter each and collectively referred to as "Borrower"):

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2014 23008
Deed of Trust Book & Page

Harry R. Crimm

807 Howard Ave.

New Orleans, Louisiana 70113

LENDER (hereinafter each and collectively "Lender"):

Ron Marks and Carolyn Weaver

3439 Vincennes Place

New Orleans, Louisiana 70125

TRUSTEE (hereinafter each and collectively "Trustee"):

Ron Marks and Carolyn Weaver

1. Grant in Trust. For and in consideration of $200000 (hereinafter the **"Loan Principal"**) lent by Lender to Borrower, Borrower hereby grants, transfers, and conveys IN TRUST, WITH POWER OF SALE to Trustee all rights, title, and interest that Borrower has now or may hereafter acquire in the following described real property (hereinafter the **"Property"**) together with all buildings, fixtures, and improvements now or hereafter existing thereon:

a. Property Address

Country Trails Rv Park

Wolf Creek Rd.

Perkinston, Mississippi

b. Legal Description.

Legal Description: See Attached Exhibit A

2. Purpose. This Security Agreement is created for the purpose of securing for Lender repayment of the note executed between the Borrower and Lender on 12/12/2014 (hereinafter referred to as the **"Promissory Note"**) by Borrower, including all renewals, extensions, and modifications of the Promissory Note, as well as to secure Borrower's full performance of the covenants and obligations undertaken in this Security Agreement and the Promissory Note. Borrower warrants that a security interest on the Property may be perfected under the Uniform Commercial Code and to execute any additional instruments required to perfect or renew perfection of Lender's security interests specified herein.

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3. Promissory Note Terms. The Promissory Note contains the following terms of repayment: Repaid on or before December 12, 2015 This section is for reference purposes only, and in all cases, the terms of the promissory note shall control over this Security Agreement.

4. Borrower Representations and Covenants. Borrower represents that it is the legal owner of the Property and has the right to grant, transfer, and convey the Property in trust. Borrower warrants that, at Borrower's own expense, Borrower will defend title to the Property against all lawful claims. Borrower warrants that Lender shall have the right to participate in all actions against the title that Borrower is named in and that Borrower will execute any instrument and take all other actions necessary to assist Lender's participation.

5. Repayment. Borrower promises to repay Lender the Loan Principal, together with all interest, fees, charges, Escrow Funds, and other costs associated with this Security Agreement, including any amendment, extension, or renewal thereof, at the location and according to the terms specified in the Promissory Note and according to any other related documents executed between the Parties that correspond to this Security Agreement. Borrower promises to make all payments due without abatement, set-off, or counterclaim, and any claims made by Borrower against Lender shall not reduce or postpone Borrower's obligation to pay hereunder.

a. Partial Payment. Lender may choose to accept a partial payment on the loan described in the Promissory Note without waiving any rights hereunder, including the right to refuse partial payments at a future date. Lender may choose when a partial payment is to be applied to the outstanding balance.

6. Escrow Charges. On the day when each periodic payment becomes due to Lender under the Promissory Note and until the Promissory Note is repaid in full, Borrower shall include with each payment monies to pay for the following **"Escrow Charges":**

a. Any amounts owed on the Property which can have priority over this Security Agreement, including without limitation, taxes, assessments, fees, Home Owners Association Dues, liens, judgments, encumbrances, and similar charges;

b. Any lease or rental payments that may become due on the Property or its fixtures;

c. Any premiums and insurance charges required by Lender; and

d. Any fees or costs associated with the Property or the trust created herein.

7. Terms and Conditions of Escrow Charges.

a. Payment of Escrow Charges. Borrower shall provide Lender notice of all Escrow Charges that become due and shall pay all Escrow Charges prior to their becoming delinquent. Should Borrower fail to pay Escrow Charges, Lender may choose to make a past due payment on Borrower's behalf, and Borrower will then be obligated to repay Lender for such payment, including any fees or costs associated.

b. Priority Liens. Borrower agrees to discharge all liens which can have priority over this Security Agreement unless one of the following apply: (a) Borrower forms an agreement with the lien holder acceptable to Lender that subordinates the lien to this Security Agreement, (b) Borrower initiates

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legal proceedings to contest the lien in good faith such that the lien will not be enforced while being contested, and Borrower promises to discharge the lien if it receives an adverse ruling, and (c) Lender gives prior written permission for Borrower to discharge such lien in an another manner. If Lender so chooses, Borrower must pay a fee for Lender's use of a real estate reporting service to determine the status of the property. Should Lender discover an outstanding lien that can obtain priority over this Security Agreement, Lender may choose to notify and require Borrower to discharge the lien or pursue the options specified in this paragraph in order to resolve the matter.

c. Receipts. Lender may require that Borrower provide Lender receipts or other evidence of payment of Escrow Charges upon Lender's request.

d. Waiver of Escrow Item Obligations. Lender may provide written waiver to Borrower waiving Borrower's obligation to pay Lender for any or all Escrow Charges, and Borrower shall then pay Escrow Charges directly where payable. In such event, Lender retains the right to pay Escrow Charges that become delinquent and be reimbursed by Borrower for such payment.

e. RESPA. Lender shall hold any and all Escrow Charges in accordance with the Real Estate Settlement Procedures Act (**"RESPA"**). Lender shall make reasonable estimates of Escrow Charges and any other amounts due under Applicable Law. In accordance with RESPA, Lender shall return to Borrower any excess Escrow Charges paid by Borrower and shall notify Borrower of any deficiency in Escrow Charges that remain outstanding for Borrower to pay.

8. Satisfaction and Reconveyance. When all amounts secured by this Security Agreement have been paid and all obligations satisfied, Lender will execute a deed within a reasonable amount of time to reconvey the Property without warranty to whoever has become legally entitled to it, and Lender will surrender this Security Agreement and the Promissory Note to Trustee. Lender may charge a reasonable reconveyance fee if and as permitted by Applicable Law.

9. Prepayment. If Borrower is not in default of this Security Agreement, Borrower may pay amounts greater than what is owed on a due date without penalty; however, a partial prepayment does not relieve Borrower of its obligation to remain current and make full payment by each due date. Prepayments will first be applied to outstanding interest and next to the outstanding principal amount. Borrower may only prepay as follows: prepayment may be paid at any time with no penalty

10. Guarantee. Each Guarantor signing this Security Agreement agrees as follows:

a. Performance. Guarantor guarantees full performance of the terms and conditions of this Security Agreement in the event the Borrower is unable to do so;

b. Joint and Several Liability. The liability of each Borrower and Guarantor under this Security Agreement shall be joint and several, meaning that each Borrower and Guarantor may be held individually or collectively liable in the event of default or breach of this Security Agreement.

c. Enforcement. Lender may proceed to enforce the terms of this Security Agreement against Guarantor prior to, contemporaneously with, or after proceeding to enforce against Borrower.

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d. Indemnification. Guarantor agrees to indemnify and hold Lender harmless against all claims, damages, and losses that Guarantor may sustain as a result of any failure by Borrower to perform according to the terms of this Security Agreement;

e. Assumption of Obligations. In the event that Guarantor assumes Borrower's obligations under this Security Agreement, Guarantor shall also receive the Borrower's rights stated herein.

f. No Consent to Amend. Subject to all Applicable Laws, Lender may amend any term of this Security Agreement or obligation secured hereunder, including the Loan Principal and the interest rate, without the consent of Guarantor, and any such amendment or modification will bind Guarantor and not release Guarantor from performing the obligations herein.

g. Acknowledgment. Guarantor certifies that has read, understood, and fully agrees with the terms and conditions in this section as well as the rest of the terms and conditions in this Security Agreement.

11. Property Insurance. During all times that Lender so requires, Borrower must maintain property insurance on the structures and improvements now or hereafter existing on the Property to insure against losses that may occur by any form of hazard that Lender requires, including without limitation, fire, flood, earthquake, and hazards included within the meaning of extended coverage. All insurance policies obtained for the Property must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee. Lender has the right to disprove any insurance policy obtained by Borrower and to make reasonable changes in the insurance requirements from time-to-time while this Security Agreement is in effect. Borrower has the right to choose the insurance carriers, subject to approval by Lender. Borrower must assign rights to proceeds received from insurance claims to the holder of the Promissory Note in an amount that satisfies the outstanding balance of the loan. Lender may require Borrower to provide it with notices from the insurance carrier and receipts for premiums paid.

a. Failure to Maintain Coverage. Should Borrower fail to maintain adequate insurance as required and notified by Lender, Lender may obtain such types and amounts of property insurance that Lender so chooses at Borrowers expense. Any property insurance so obtained by Lender on Borrowers behalf shall become additional debts secured by this Security Agreement.

b. Insurance Claims. Should a loss on insured property occur, Borrower must promptly give notice to Lender and the insurance carrier. Except as otherwise agreed by Borrower and Lender in writing, all insurance proceeds received must be used to repair the Property if economically feasible without depreciating the value of Lenders security interest. Otherwise, all insurance proceeds must be applied to the outstanding balance on the Promissory Note, and any excess proceeds will go to Borrower.

c. Third Party Fees. All fees for third parties hired in relation to an insurance claim shall be Borrower's sole obligation and will not be paid out of insurance proceeds.

12. Occupancy. Unless Lender otherwise agrees in writing or circumstances beyond Borrowers control prevent such occupancy and use, Borrower must occupy and use Property as principal place of residence upon execution of this Security Agreement, or, if Borrower is a business, Borrower must occupy and use the Property only in furtherance of its business purpose.

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13. Repair and Maintenance. Borrower must at all times maintain the Property, including its structures and improvements, in good repair and not damage the Property, allow deterioration of the Property, commit waste on the Property, or permit any action in violation of law to occur on or with respect to the Property. Borrower must make all necessary repairs promptly in order to avoid deterioration or a decrease in the value of the Property unless repair is not economically feasible. Borrower must make all required repairs regardless of whether insurance proceeds are sufficient to cover the expense. When necessary, Lender may make reasonable entries upon the Property for the purpose of inspecting the condition of the Property provided Lender give Borrower proper advance notice and act in accordance with all Applicable Laws when doing so. Borrower must prevent the Property from becoming vacant unless otherwise agreed in writing with Lender. Lender has the right to make necessary repairs and improvements to the Property in order to prevent deterioration and decrease in value.

14. Hazardous Substances. Except in small quantities appropriate for residential use, Borrower must not allow the presence, disposal, or release of any hazardous substances on the Property, including without limitation, asbestos, radioactive materials, volatile solvents, toxic pesticides and other materials, pollutants, flammable materials such as gasoline or kerosene, and materials defined as toxic or hazardous by any environmental law governing the jurisdiction. If Borrower learns of the presence of any hazardous substances, Borrower must promptly notify Lender and take all actions necessary to remove the hazardous substances in a prompt manner according to the Applicable Laws.

15. Additional Fees. Lender may charge Borrower additional fees as a result of default on this Security Agreement or as a result of actions Lender takes to protect the value of security interest, including without limitation, reasonable attorneys fees and costs. The fact that a fee is not expressly specified in this Security Agreement shall not bar its charge to Borrower, but all unspecified fees must conform with the Applicable Law at all times.

16. Lender's Right to Protect Interest. Although Lender is never obligated to do so, Lender shall have the right to take all reasonable actions to protect its interests under this Security Agreement if any of the following events occur: Borrower fails to perform any of obligations, Borrower abandons the Property, or a legal proceeding occurs that may significantly impair Lenders interests under this Security Agreement, such as a bankruptcy, probate, or condemnation or forfeiture proceeding. This right can include paying amounts owed on liens that take priority over this Security Agreement and paying reasonable attorney's fees and costs. Upon Borrower receiving notice from Lender of such payment, any amounts paid by Lender in exercising this right shall be secured by this Security Agreement and repaid by Borrower at the Promissory Note interest rate from the date of Lender's payment.

17. Attorney-in-Fact. Borrower hereby irrevocably appoints Lender as attorney-in-fact for the purpose of doing all things that in Lenders opinion are necessary to protectsecurity interest and exercise rights described in the preceding paragraph.

18. Events of Default. The following are events of default under this Security Agreement:

a. Borrower's failure to pay any amounts due under this Security Agreement or the Promissory Note;

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b. Borrower's failure to comply with any of the terms and conditions of this Security Agreement or the Promissory Note;

c. Borrower's failure to occupy the Property according to the terms herein or the Property becomes vacant;

d. If Lender discovers that Borrower gave materially false, misleading, or inaccurate information or statements or failed to provide material information on the loan application or otherwise to induce Lender to provide the Loan Principal;

e. If Borrower becomes insolvent, appoints a receiver for any of Borrower's property, or commences bankruptcy proceedings voluntarily or involuntarily;

f. If any civil or criminal legal proceeding occurs that may signification impair Lenders interests under this Security Agreement;

g. If a default occurs on any lien or other restriction on the Property or if the Property becomes burdened by additional liens without Lender's consent; and

h. If any governmental entity conducts a private taking on the Property through exercising its power of eminent domain;

i. If Borrower is a business and Borrower ceases all operations, terminates, or dissolves;

j. If Guarantor dies, becomes incompetent, becomes insolvent, revokes guarantee stated herein, or any event of default occurs with respect to it;

k. If the Property is a condominium and Borrower votes or allows a vote on Borrower's behalf directly or indirectly for the condominium to cease to exist as a condominium, including the sale of all or substantially all of the condominiums assets; and

l. Borrower's breach of any other agreement executed between Borrower and Lender concerning the Property now or hereafter existing.

19. Remedies. Lender has the right to use any and all remedies allowed under Applicable Law regardless of whether a remedy is expressly specified in this Security Agreement, including all remedies specified under the Uniform Commercial Code. Borrower agrees to reimburse Lender for all expenses Lender incurs in pursuing remedies, including reasonable attorney's fees and costs. Each remedy set forth in this Security Agreement shall be distinct and cumulative to all other remedies set forth herein or provided under the Uniform Commercial Code or other Applicable Law and may be exercised independently, concurrently, or successively with other remedies.

20. Acceleration. If any default occurs under this Security Agreement, Lender must give Borrower notice of the default, whether and how the default may be cured, and any timeframe allowed for curing the default. If Lender so chooses, Lender may give Borrower further notice that all amounts secured by this Security Agreement have become immediately due and payable or that such amounts will become immediately due and payable if Borrower fails to cure the default within the timeframe provided. Any notice of acceleration shall include notice of Borrower's rights under the Applicable Laws, including Borrower's right to bring a court action challenging the existence of a

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default or asserting some other defense. If Lender allows a default to be cured, and Borrower cures the default within the timeframe provided, this Security Agreement will be reinstated. Upon Borrower's failure to cure the default within the timeframe provided, or if the default is not curable, Lender may require immediate payment of all amounts secured by this Security Agreement. Lenders election not to accelerate payment upon default at any one time, including allowing forbearance upon default, shall not constitute a waiver of Lender's right to accelerate payment at a later time.

21. Property Transfer. If Borrower transfers title to the Property or a beneficial interest in the Property by deed, escrow agreement, or any other means without Lender's prior written consent, and if permitted under the Applicable Law, Lender may choose to accelerate payment in full under the terms of this Security Agreement and the Promissory Note.

22. Sale of Note. Borrower agrees that the Promissory Note together with this Security Agreement, or an interest therein, may be sold one or more times without receiving prior notice. If this occurs and the new party servicing the Promissory Note changes, Borrower will receive notice of the name and address of the new servicer as well as any other information required under RESPA. Any new servicer will still be bound by the terms of this Security Agreement, the Promissory Note, and other Applicable Law.

23. Sale of Property. Trustee agrees not to sell, transfer, assign, lease, or otherwise permit a change in control or ownership of the Property or any part of or interest in the Property without receiving the prior written consent of both Borrower and Lender. If Borrower and Lender do agree to such a change in control or ownership, purchaser, transferee, assignee, or lessee must execute an assumption agreement acceptable to Lender. The provisions of this paragraph do not apply to the invocation of the Lender's power of sale.

24. Power of Sale. Upon Borrower's default under the terms of this Security Agreement, Lender may invoke its power of sale to foreclose on the Property and sell the Property outside of any judicial proceeding. Any delay in invoking this right or choice not to invoke this right shall not constitute a waiver to invoke this right at a later time. Upon invoking this right, Lender must send Borrower and any other parties required by Applicable Law written notice of the default and Lender's choice to sell the Property. If required by Applicable Law, Trustee shall record such notice in the county or counties in which the Property is located. Lender or Trustee will make a public notice of the sale according to Applicable Law. After the appropriate time has elapsed, Trustee will then sell the Property to the highest bidder at a public auction in accordance with Applicable Law and as specified in the public notice. Lender has the right to purchase the Property at public auction or any other sale.

25. Judicial Foreclosure. If permitted by Applicable Law, Lender has the right to choose to pursue judicial foreclosure in lieu of the non-judicial foreclosure that occurs when exercising its power of sale.

26. Leasehold Property. If the Property is a leasehold property, Borrower agrees as follows: Borrower will comply with all terms and obligations of the lease agreement, Borrower is not in default or breach of any term of the lease agreement, Borrower will provide Lender a copy of the lease agreement, that Borrower has good and marketable title in the leased property and has obtained any necessary consent from the landlord to put the Property in trust, Borrower will not

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amend or assign the lease without Lenders prior written consent, Borrower will continue to renew the lease term and perform all actions necessary to protect Lender's interest in the Property, and if Borrower acquires title to the Property, the leasehold and fee title will not merge without Lender's written consent.

27. Notices. The Parties must send all notices to each other in writing and as required by Applicable Law. Each Partys address for receiving notices shall be the address stated herein unless another address is designated in writing. A notice is considered effective as of the day when sent, if that day is a business day and not a national holiday. If a notice is sent on a Saturday, Sunday, or national holiday, then it is considered effective on the first business day thereafter. A notice is not considered received by Lender unless Borrower can furnish adequate proof that the notice was sent. Unless otherwise required by Applicable Law, notice sent to any one Borrower shall be considered proper notice to all Borrowers. The Parties agree to promptly notify all other Parties of any changes of address that may occur.

28. Payoff Statement. Upon proper demand, Lender must furnish a written statement specifying amounts owed to satisfy all outstanding debts secured by this Security Agreement and Promissory Note in accordance with Applicable Law.

29. Acceptance by Trustee. Trustee named herein agrees to act as Trustee when this Security Agreement is fully executed, acknowledged, and publically recorded.

30. Successor Trustees. If Trustee becomes unable to serve as Trustee, or if Lender so chooses to do so, Lender may appoint a successor Trustee by recording an instrument to that effect in the county or counties where the Property is located in accordance with Applicable Law. Any successor Trustee shall take on all rights and obligations specified in this Security Agreement.

31. Successors and Assigns. This Security Agreement shall bind and inure to the benefit of all Parties as well as their successors and assigns.

32. Governing Law. This Security Agreement shall be construed in accordance with the laws of Mississippi. **"Applicable Law"** means all relevant federal, state, and local laws. All terms and conditions in this Security Agreement shall be carried out in conformance with the Applicable Law.

33. Severability. In the event any provision of this Security Agreement is found invalid or unenforceable for any reason whatsoever, that provision will not invalidate the remaining provisions in this Security Agreement and will be considered amended, limited, or removed as is necessary to bring it in conformance with the Applicable Law. Any interest rate specified herein found to be in excess of that permitted by the Applicable Law shall not void this Security Agreement and shall be reduced to the highest rate permitted.

34. Time of Essence. Time is of the essence in the performance of this Security Agreement.

35. Descriptive Headings. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Parties.

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36. Construction. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural. The terms Borrower, Guarantor, Lender, and Trustee shall include the singular as well as the plural as well as the gender-neutral pronouns (e.g. it) regardless of actual gender.

37. Copies. All Parties shall receive a copy of this Security Agreement and the Promissory Note.

38. Miscellaneous Terms and Conditions. In addition to the foregoing, the following terms and conditions shall also apply:

a. Borrower agrees to pay 5% per annum interest

39. Read This Entire Agreement. Borrower acknowledges that Borrower has read this entire Agreement, agrees to comply, and has received a copy thereof, including any attached schedules, exhibits, or addendums. Borrower further acknowledges that it was under no duress in signing this agreement, and has full opportunity to negotiate the terms contained herein and to consult independent counsel.

IN WITNESS WHEREOF this deed is delivered and each Borrower and Guarantor signs this Security Agreement in full agreement of the terms and conditions stated herein as of the date below.

Signatures

BORROWER

Harry R. Crimm Date: 12/12/14

(Harry R. Crimm)

Witnesses

On this the 12th day of December, 2014, the foregoing instrument was sworn to and acknowledged before me by Harry R. Crimm, known or proven to me to be the person(s) whose name(s) is/are subscribed to the within the instrument. I further swear that I am unrelated to the Parties signing this document by blood and hold no interest in the transaction.

FIRST WITNESS SECOND WITNESS

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x/ Jamie D. Bonck-Gran

Dated: 12-12-14

Print Name: Jamie D. Bonck-Gran

Address: 320 East Pearl Dr

Slidell, LA 70461

x/

Dated: 12-12-14

Print Name: Michelle Bonck-Bartlett

Address: 400 Linnia Ave

Metairie, LA 70001

Borrower Acknowledgement

Notary Public

STATE OF Louisiana

Parish
~~COUNTY~~ OF Orleans

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On this the 12th day of December, 2014, the foregoing instrument was sworn to and acknowledged before me by Happy R. Crimm, known or proven to me to be the person(s) whose name(s) is/are subscribed to the within the instrument.

WITNESS my hand and official seal.

Edward A. Doskey

(Print name)

[Affix seal]

(Signature)

NOTARY PUBLIC

Edward A. Doskey, Attorney at Law
LA Bar I.D. No. 30993
LA Notary I.D. No. 86202
Commission expires at death

My Commission Expires: at death

Lender Acknowledgement

Notary Public

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20____, the foregoing instrument was sworn to and acknowledged before me by _____, known or proven to me to be the person(s) whose name(s) is/are subscribed to the within the instrument.

WITNESS my hand and official seal.

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EXHIBIT "A"

PARCEL 1:
Beginning at the Southeast corner, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi; thence North 2623.96 feet, thence South 89 degrees 53 minutes 30 seconds West 2649.57 feet; thence South 1305.76 feet; thence North 89 degrees 53 minutes 15 seconds East 1324.99 feet; thence South 1320.0 feet; thence South 89 degrees 49 minutes 04 seconds West 2649.24 feet; thence South 00 degrees 49 minutes 38 seconds East 2678.07 feet to an existing pipe; thence North 89 degrees 21 minutes 12 seconds East 3955.43 feet to the East Section line of said Section 25; thence North along said Section line to the Point of Beginning. This parcel contains 361.89 acres, and is the Southeast Quarter of the Southeast Quarter, and the North Half of the Southeast Quarter of Section 25, and the Northeast Quarter and the East Half of the Northwest Quarter of Section 36, all in Township 5 South, Range 14 West, Hancock County, Mississippi.

LESS AND EXCEPT
Commencing at an iron pipe on the southern right-of-way of Bell Creek Road, which point is further described as South 89 degrees 07 minutes East 148.54 feet of the intersection of the west boundary of the NW1/4 of the SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi and the southern right-of-way of Bell Creek Road; thence run South 00 degrees 04 minutes 43 seconds West for 391.34 feet to an iron pipe approximately 5 feet west of a well; thence South 00 degrees 03 minutes 54 seconds East for 436.63 feet to a 1/2"x1/2" iron bar in the center of Bell Creek; thence North 61 degrees 45 minutes East along said center line of creek for 48.55 feet; thence North 48 degrees 30 minutes East along center of creek for 181.29 feet to a 1/2"x1/2" iron bar; thence North for 681.09 feet to an iron pipe on the southern right-of-way of Bell Creek Road; thence North 89 degrees 07 minutes West along said right-of-way for 179.46 feet to the Point of Beginning. Said parcel containing 3.13 acres and being a part of the NW1/4 of SE1/4, Section 25, Township 5 South, Range 14 West, Hancock County, Mississippi.

PARCEL 2.
That certain parcel of land and property situated and being in the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, particularly described as follows:

For a point of beginning, commence at the Northeast corner of the Northeast Quarter of the Southeast Quarter of Section 36, Township 5 South, Range 14 West, Hancock County, Mississippi, and thence run South along the East line of said Section 36, a distance of 808.33 feet to an iron rod; thence run West and parallel with the North line of said Northeast Quarter of the Southeast Quarter a distance of 808.33 feet to an iron rod thence run North and parallel with the East line of said Section 36, a distance of 808.33 feet to an iron rod situated on the East-West one-half Section line

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of said Section 36, thence run East along said Half-Section line a distance of 808.33 feet back to the Point of Beginning. Said parcel contains 15.00 acres, more or less, and is part of the land conveyed to J. Ashton Green by warranty deed dated October 17, 1969, recorded in Deed Book V-3, at Pages 44-45.

COVERALL

All of the above being the same land as conveyed by W. Steve Smith in his capacity as the Bankruptcy Trustee for the Bankruptcy Estate of the Buffalo Corporation in Case No. 99-40876-H4-7 in the U. S. Bankruptcy Court for the Southern District of Texas, Houston Division, to Clifton Saucier, via Trustee's Special Warranty Deed dated December 27, 2002, and recorded at Book BB 257, Page 182 in the land deed records of Hancock County, Mississippi; and being the same land that has been operated by said Clifton Saucier and his successors in interest (or partial interest) as Scenic Trails RV Park and or Scenic Trails Resort (or other trade name); all whether or not correctly and properly described above; and

The above described land being Hancock County Tax Parcels No. 017-0-25-005.000 (Parcel No. 1) and 017-0-36-001.000 (Parcel No. 2).

It is the intent of Grantors to convey all interests of the Grantors, and each of them, in Section 25 and 36, T5S-R14W, Hancock County.

Together with all and singular the rights, privileges and improvements to the same belonging or in any wise appertaining.

This conveyance is subject to the prior reservation of all oil, gas and minerals in, on or under the above described land.

INDEXING INSTRUCTIONS: T5S-R14W
Section 25: SE 1/4 SE 1/4; N1/2 SE 1/4
Section 36: NE1/4; E1/2 NW1/4; NE1/4 of SE1/4

Hancock County
I certify this instrument was filed on
[illegible] 2014 01:37:59 PM
and recorded in Deed of Trust Book
2014 at pages 23001 - 23020
Timothy K. Kellar

CHANCERY CLERK HANCOCK COUNTY, MS

\\emailserver\Finn Docs New\REAL EST PROJECTS\Country Trails RV Park\Closing Docs\11-Exhibit A.wpd

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

Michael Watson
SECRETARY OF STATE

This is not an official certificate of good standing.

Name History

Name	Name Type
Country Trails, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1005821
Status:	Dissolved
Effective Date:	07/30/2012
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name

Sheehan, Patrick A.
429 Porter Avenue
Ocean Springs , MS 39564-3715

Officers & Directors

Name	Title
Harry Crimm Esq 807 Howard Avenue New Orleans, LA 70013	Manager, Member
Harry Crimm 807 Howard Avenue New Orleans, LA 70113	Manager, Member

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F0012
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2022268784

Business ID: 1336626
Filed: 05/09/2022 03:50 PM
Michael Watson
Secretary of State

Articles/Certificate of Amendment

Business Details

Business ID: 1336626 ***Business Name:*** Misfits Off-Road LLC

Current Principal Office

Address:

Amended Principal Office

Address: 27550 V Bar Rd
Perkinston, MS 39573

Current Parties On Record

Name:	***Address:***
Christopher Anderson *Member*	24450 Standard Dedeaux Rd Kiln, MS 39556

Amended Parties On Record

Name:	***Address:***
Christopher Anderson *Manager, Member, Vice President*	24450 Standard Dedeaux Rd Kiln, MS 39556
Ashley Boyden-Anderson *Manager, Member, President*	24450 Standard Dedeaux Road Kiln, MS 39556

NAICS Code/Nature of Business

721211 - RV (Recreational Vehicle) Parks and Campgrounds
721214 - Recreational and Vacation Camps (except Campgrounds)

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***05/09/2022***.

Name: ***Address:***

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

Ashley Boyden-Anderson *Manager*	24450 Standard Dedeaux Road Kiln, MS 39556
Christopher Anderson *Member*	24450 Standard Dedeaux Road Kiln, MS 39556

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

F0100
Fee: $ 50

Michael Watson
SECRETARY OF STATE

2021435312

Business ID: 1315578
Filed: 12/16/2021 12:53 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Mississippi Limited Liability Company Certificate of Formation

Business Information

Business Type: Limited Liability Company
Business Name: Misfits Offroad and RV Park LLC
Business Email: misfitsoffroadrv@gmail.com

NAICS Code/Nature of Business

721211 - RV (Recreational Vehicle) Parks and Campgrounds

Registered Agent

Name: United States Corporation Agents, Inc.
Address: 4780 1-55 N , Suite 100
Jackson, MS 39211

Signature

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

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***12/16/2021***.

Name:	***Address:***
Chris Anderson *Member*	27550 V Bar Rd. Perkinston, MS 39573
David Queal *Member*	27550 V Bar Rd. Perkinston, MS 39573
Legalzoom.com, Inc. *Organizer*	101 N. Brand Blvd., 10th Floor Glendale, CA 91203

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

F0014
Fee: $ 50

2022268860

Michael Watson
SECRETARY OF STATE

Business ID: 1315578
Filed: 05/09/2022 04:10 PM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

Articles of Dissolution

Dissolution Details

Business ID: 1315578

Business Name: Misfits Offroad and RV Park LLC

Incorporation Date: 12/16/2021

Business Type: Limited Liability Company

Business Email: misfitsoffroadrv@gmail.com

Authorized Date: 05/06/2022

This Dissolution was Approved By

☑ Sufficient vote of the members pursuant to statute or operating agreement
☐ The occurence of an event in the operating agreement or Certificate of Formation

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***05/09/2022***.

Name:
Christopher Anderson
Manager

Address:
24450 Standard Dedeaux Rd
Kiln, MS 39556

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

F0108
Fee: $

Michael Watson
SECRETARY OF STATE

2022160158

Business ID: 1315578
Filed: 03/28/2022 10:34 AM
Michael Watson
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136
TELEPHONE: (601) 359-1633

2022 LLC Annual Report

Business Information

Business ID: 1315578
Business Name: Misfits Offroad and RV Park LLC
State of Incorporation: MS
Business Email: misfitsoffroadrv@gmail.com
Phone: (***)***-****
FEIN: **-*******

Principal Address: 27550 V Bar Rd, 27550 V Bar Rd
Perkinston, MS 39573

Registered Agent

Name: United States Corporation Agents, Inc.
Address: 4780 1-55 N , Suite 100
Jackson, MS 39211

Managers and Members

Members

Name:	***Address:***
Chris Anderson *Member*	27550 V Bar Rd. Perkinston, MS 39573
David Queal *Member*	27550 V Bar Rd. Perkinston, MS 39573

Attachment: 4879-8205-1907 v.1 2022-12-09 GMT Letter to Hancock Board of Supervisors re Appeal (11789 : Spread Notice of Appeals and

Officers

Title/Name:	*Address:*	*Director:*
President:		☐
Vice President:		☐
Secretary:		☐
Treasurer:		☐

☐ This LLC has a written Operating Agreement.

NAICS Code/Nature of Business

721211 - RV (Recreational Vehicle) Parks and Campgrounds

Signature

By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day ***03/28/2022***.

Name:	*Address:*
David J Queal *President*	27550 V Bar Road Perkinston, MS 39573

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Officers List

Name:	*Address:*
Legalzoom.com, Inc. *Organizer*	101 N. Brand Blvd., 10th Floor Glendale, CA 91203
Chris Anderson *Member*	27550 V Bar Rd. Perkinston, MS 39573
David Queal *Member*	27550 V Bar Rd. Perkinston, MS 39573

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BAKER DONELSON

ONE EASTOVER CENTER · 100 VISION DRIVE · SUITE 400 · JACKSON, MISSISSIPPI 39211
601.351.2400 · bakerdonelson.com

GRANT M. TARLETON, ESQ.
Direct Dial: 601.351.2472
E-Mail Address: gtarleton@bakerdonelson.com

December 1, 2022

By E-Mail & Hand Delivery

Mr. Gary M Yarborough, Jr.
Attorney for Hancock County Board of Supervisors
P.O. Box 4168
Bay St. Louis, MS 39521
gary@yarboroughlaw.co

Re: Misfits Off-Road LLC Zoning Violations

Dear Mr. Yarborough,

This is our third position paper regarding Misfits unlawful operation of an ATV Park and RV Park. We agree, after hearing your position at the November 17, 2022 planning and zoning hearing and conducting additional research ourselves, that the operation of an ATV park does not fall within the definition of an RV Park in the Zoning Ordination. Notably, the Zoning Ordinance also does not provide for the operation of an ATV park in a district zoned A-1.

In front of the zoning board tonight, is a conditional use permit for an outdoor amusement park. Section 905.02 of the Zoning Ordinance requires Misfits to demonstrate the proposed conditional use: (a) is necessary to promote the public interest at the location; (b) is designed, located and proposed to be operated to protect public safety, health, and welfare; (c) will not cause substantial injury to the neighborhood; (d) conforms to all district regulations for the applicable district; and (e) will be in harmony with the scale, bulk, coverage, density, and character of the area or neighborhood. Misfits has failed to demonstrate the elements required for a conditional use permit to be granted.[1]

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Grant M. Tarleton

[1] Misfits waived raising any "grandfathering" arguments by not appealing the September 12, 2022 "Stop Work Order" within thirty days of its issuance as required by Section 911.01.

4870-7064-3777

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GMT:jfp

cc: (w/encl.)

- Anthony Cuevas (Anthony.cuevas@co.hancock.ms.us)
- Scotty Adam (Scotty.Adam@co.hancock.ms.us)
- Greg Shaw (Greg.Shaw@co.hancock.ms.us)
- Theresa Ryan (tryan@co.hancock.ms.us)
- Kodie Koenenn (kkoenenn@co.hancock.ms.us)
- Darrin “Bo” Ladner (DarrinBo.Ladner@co.hancock.ms.us)

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