



SPECIAL CALLED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF GLUCKSTADT, MISSISSIPPI

Tuesday, October 29, 2024 at 12:00 PM

Agenda

This notice and agenda of the Special Called Meeting of the Mayor and Board of Aldermen is hereby given by the undersigned. Said meeting shall be held on Tuesday, October 29, 2024, at 12:00 PM in the Board Room at City Hall, located at 343 Distribution Drive, Gluckstadt, MS 39110.

The business to be brought before the meeting shall be limited to the following:

- 1. Call Meeting to Order and Roll Call**
- 2. Opening Prayer and Pledge of Allegiance**
- 3. Approval of Consent Agenda Items**
 - A) Request for Approval to Purchase Eleven (11) Access Point U6 Pro WiFi Hotspots
 - B) Request for Approval to Outfit the New PD Chevrolet Tahoe with Emergency Equipment
 - C) Request for Approval, Paving in Red Oak Subdivision
 - D) Request for Re-Approval, Saddle Cv Curb Removal and Replace
 - E) Request for Approval to Attend 2024 Fall Storm Conference & Reimbursement for Travel Expenses, November 11th - 14th, Vicksburg (Ruth Marie Stogner & Duane Montgomery)
- 4. New Business**
 - A) Request to Adopt City Drug and Alcohol Policy (Mayor Morrison)
- 5. Police Chief, Police Department Matters (Chief Barry Hale)**
 - A) Request for Approval to Accept Grant Award, New Police Department and Municipal Court (Generator), FEMA/MEMA
- 6. Public Comment**

7. Closed Session to Determine Need for Executive Session

8. Adjourn

WALTER C. MORRISON, IV
MAYOR

We the undersigned Aldermen acknowledge that we were given notice of said meeting at least three (3) hours in advance thereof by a copy of this notice.

Alderwoman Bates _____

Alderman Powell _____

Alderman Slay _____

Alderman Taylor _____

Alderwoman Williams _____

ATTEST: _____ DATE: _____

LINDSAY D. KELLUM
CITY CLERK

[Seal]

MAYOR

Walter C. Morrison, IV

CITY CLERK

Lindsay Kellum

POLICE CHIEF

Barry Hale

**MUNICIPAL COURT
CLERK**

Stephanie Gerlach

**PLANNING & ZONING
ADMIN./BUILDING
DEPT.**

William Hall

PUBLIC WORKS

Chris Buckner

**CITY OF GLUCKSTADT
MISSISSIPPI**



**343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110**

ALDERMEN

Miya Bates

Jayne Powell

Wesley Slay

John Taylor

Lisa Williams

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Barry Hale, Chief of Police

DATE: Thursday, October 24, 2024

SUBJECT: Request approval to purchase eleven (11) Access Point U6 Pro Wifi Hotspots.

I'm requesting approval to purchase eleven (11) Access Point U6 Pro wifi hotspots from The 20 at the price of 2,304.48. The wifi hotspots will be installed in the new PD building.

Thank you,

Chief Barry W. Hale





Section 3, Item A)

THE 20, LLC
6600 Chase Oaks Blvd
Suite 100
Plano TX 75023
United States

QUOTE #QT20LLC-0002952

Date: 10/23/2024
Expires: 11/22/2024
Terms: Net 45
Reference: THE20-20241022-759

Total
USD 2,304.48

Bill To:

City of Gluckstadt
343 Distribution Drive
Madison MS 39130
United States

Ship To:

City of Gluckstadt
343 Distribution Drive
Madison MS 39130
United States

Notes:

Quote: Networking hardware for new building

Item	Description	Quantity	Rate	Amount
Hardware	Access Point U6 Pro	11	206.71	2,273.81
Shipping Charge	Shipping	1	30.67	30.67
Subtotal				2,304.48
Tax Total				0.00
Total				USD 2,304.48

This is an estimate for the goods named above. Taxes, Shipping, and Handling charges, if incurred, will be included on the invoice. All Sales Final. No Returns.

Contact Information
Email: billing@the20.com
Phone: (972) 461-0880

MAYOR

Walter C. Morrison, IV

CITY CLERK

Lindsay Kellum

POLICE CHIEF

Barry Hale

**MUNICIPAL COURT
CLERK**

Stephanie Gerlach

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William Hall

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Chris Buckner

CITY OF GLUCKSTADT

MISSISSIPPI



**343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110**

ALDERMEN

Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Barry Hale, Chief of Police

DATE: Friday, October 25, 2024

SUBJECT: Request approval to outfit (Emergency Equipment) the new 2024 Chevrolet Tahoe.

I'm requesting approval to outfit the new 2024 Chevrolet Tahoe with Emergency Equipment. We have two quotes with Southern Connection Police Supplies being the lowest and best at \$7,078.55. The other quote was from Practical Tactical at \$7,540.00. We do have this in our budget for the 2024-2025 Fiscal Year.

Thank you,

Chief Barry W. Hale



Printed: 10/23/2024 1:07:42 PM
Store: 1

QUOTE

Sales Order #7041A
Quoted: 10/21/2024
Page 1



The Southern Connection Police Supplies

274 Commerce Park Dr, Suite M
Ridgeland, MS 39157
tscps@bellsouth.net
(601) 853-3106

Bill To: GLUCKSTADT POLICE DEPARTMENT
GLUCKSTADT POLICE DEPARTMENT
343 DISTRIBUTION DR
MADISON, MS 39110
barry.hale@gluckstadt.net; JEREMY.SLAVEN@GLUC

Order Status: Open

Workstation: 0

INSTRUCTIONS: tahoe with old parts and customer radio

Item Name	Attribute	Size	Qty	Price	Ext Price	Lookup	Item #
OS REPAIR PARTS	driver shroud		1	\$122.10	\$122.10		33815
OS REPAIR PARTS	passenger shroud		1	\$119.90	\$119.90		33815
OS REPAIR PARTS	driver brackets		1	\$42.35	\$42.35		33815
OS REPAIR PARTS	passenger brackets		1	\$42.35	\$42.35		33815
OS REPAIR PARTS	rear shroud		1	\$162.25	\$162.25		33815
OS REPAIR PARTS	rear brackets		1	\$70.95	\$70.95		33815
OTTO DESK CONSOLE DGS			1	\$779.10	\$779.10	425-6687	46472
OTTO ARM REST	CONSOLE		1	\$165.20	\$165.20	425-0024	8163
OTTO PATRIOT PARTITION	SNGL CEL TAHOE		1	\$1,358.00	\$1,358.00		28624
OS MPOWER 4" LIGHTHEAD	QUICK MN RBW		6	\$149.60	\$897.60	EMPS2QMS5RBW	19862
OS MPOWER 4" LIGHTHEAD	4" LIGHTHEAD QUICK MOUNT		1	\$65.00	\$65.00		7578
OS MPOWER DISTRIBUTION	POWER DISTRIBUTION		1	\$65.00	\$65.00		7578
OS MPOWER DISTRIBUTION			12	\$130.00	\$1,560.00		7579
OS MPOWER 4x2	RBW	STUD	4	\$172.15	\$688.60	EMPSA05C3-8	28375
OS MPOWER 4x2	BlackOut	30"	1	\$229.00	\$229.00	HE-BDR30	10228
OS MPOWER 4x2	W/WINGS		1	\$720.00	\$720.00		53678
OTTO CUP HOLDER	CUP HOLDER		1	\$56.15	\$56.15	425-3704	8164

Total Qty Ordered: 35 0 35

Percent Unfilled: 100

Exempt Subtotal: \$7,078.55
0 % Tax: + \$0.00
TOTAL: \$7,078.55
Deposit Balance: \$0.00
Balance Due: \$7,078.55

THIS QUOTE EXPIRES IN 30 DAYS



Quote

11115 Industriplex Blvd
Baton Rouge, LA 70809

Suite 800

(225) 636-5699

Requesting Agency Name:	Quote #	DATE
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02424_1aw

10/23/2024

GLUCKSTADT POLICE DEPT
343 DISTRIBUTION DR
MADISON MS 39110

jeremy.slaven@gluckstadt.net

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
SOS REPAIR PARTS	1	\$130.00	\$130.00
SOS REPAIR PARTS	1	\$125.00	\$125.00
SOS REPAIR PARTS	1	\$50.00	\$50.00
SOS REPAIR PARTS	1	\$50.00	\$50.00
SOS REPAIR PARTS	1	170.00	\$170.00
SOS REPAIR PARTS	1	\$80.00	\$80.00
JOTTO DESK CONSOLE DGS	1	\$790.00	\$790.00
JOTTO ARM REST	1	\$170.00	\$170.00
JOTTO PATRIOT PARTITION	1	\$1,450.00	\$1,450.00
SOS MPOWER 4" LIGHTHEAD	6	\$165.00	\$990.00
POWER DISTRIBUTION	1	\$70.00	\$70.00
LABOR	12	\$140.00	\$1,680.00
SOS MPOWER 4x2	4	175.00	\$700.00
HEISE LIGHTBAR LED	1	240.00	\$240.00
HAMMERHEAD PUSHBUMPER WITH WING	1	780.00	\$780.00
JOTTO CUP HOLDER	1	65.00	\$65.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00



CITY OF GLUCKSTADT

MISSISSIPPI

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Chris Buckner, Public Works Director

DATE: 10/25/2024

SUBJECT: Request for Approval, Paving in Red Oak Subdivision

Public Works is requesting the Mayor and Board to re-approve the paving of streets in Red Oak Subdivision. This project was previously approved at the 8/13/24 Regular Board Meeting, but, due to the project rolling over into the new FY, the new Term Bid FY prices require approval.

We have received estimates to base repair, mill, and pave the remaining roads within Red Oak Subdivision, which is the same work as was approved previously. All estimates were divided for budget purposes and quoted by ADCAMP, who was awarded the Term Bid for the Current 6-month Asphalt Program. Attached are the quotes for the board to review.

Farmers Cv	\$13,909.30
Farmers Way	\$11,762.49
Harvest Cv	\$15,491.16
Hayfield Pl	\$19,151.06
Old Gin Cv	\$19,784.78
Planters Cv	\$15,378.17
Saddle Cv	\$34,699.46
<u>Sawmill Cv</u>	<u>\$18,993.85</u>
Total	\$149,170.27

If you have any questions or concerns, please contact me.



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Planters Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, and Surface Course (SC-1A), ending with a JOB TOTAL of \$15,378.17.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Harvest Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, Surface Course, and a JOB TOTAL row.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Saddle Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, and Surface Course (SC-1A), ending with a JOB TOTAL of \$34,699.46.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Hayfield Place
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, and Surface Course (SC-1A), ending with a JOB TOTAL of \$19,151.06.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Sawmill Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, Surface Course, and a JOB TOTAL row.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Old Gin Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, Surface Course, and a JOB TOTAL row.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: March 29, 2024
PROJECT: City of Gluckstadt Term Bid
Farmers Cove
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, and Surface Course (SC-1A). Total amount is \$13,909.30.

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



P. O. BOX 54246, JACKSON, MS 39288-4246
PLANT: 1353 FLOWOOD DRIVE, JACKSON, MS 39232
PHONE: 601-939-4493 FAX: 601-939-4676

PROPOSAL & CONTRACT

TO: Chris Buckner
City of Gluckstadt

DATE: October 14, 2024
PROJECT: City of Gluckstadt Term Bid
Farmers Way
Base Repair, Mill, & Pave

THIS QUOTATION IS SUBJECT TO CONDITIONS NOTED ON SECOND PAGE

Table with 6 columns: ITEM, DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Rows include Asphalt Base Repair, Milling of Asphalt Surface, and Surface Course (SC-1A). Total amount: \$11,762.49

This Quote is for Purchase Order Procurement

ADCAMP, INC.

BY:

TITLE:



CITY OF GLUCKSTADT

MISSISSIPPI

PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Chris Buckner, Public Works Director

DATE: 10/25/2024

SUBJECT: Request for Re-Approval, Saddle Cv Curb Removal and Replace

Public Works is requesting the Board re-approve the removal & replacement of failed curb & gutter sections in on Saddle Cv in Red Oak Subdivision. We will be paving this street and need to replace this curb before it can be paved.

Bulldog Construction Company held our awarded FY24 term bid for removal & replacement of concrete/curb & gutter. They quoted this fix as costing the city \$9,930.

Bulldog Construction Company also holds our awarded FY25 term bid, which went into effect October 1, 2024, and the new estimate has changed to \$11,070.00. Unfortunately, we did not get Board reapproval for the FY25 estimated amount before Bulldog did the work. This work had been scheduled ahead of time based off the previous Purchase Order and I did not reschedule with them. Bulldog, however, has stated that they will honor the previous FY24 estimated cost.

If you have any questions or concerns, please contact me.



TERMS & CONDITIONS

Bulldog Construction Company, Inc. hereafter is referred to as "BCC"

Thank you for choosing to work with our company for your project. We believe in providing our clients with the best work, on time, every time. Our scope of work and associated fees is presented proposal above, and our terms and conditions are presented in the following paragraphs. Should you have any questions regarding this proposal, please contact us.

Terms: BCC's scope of work is based on our understanding of the project and is outlined in the proposal above. Our prices assume normal weekday business hours with normal working conditions. We can accommodate after hours or weekends with a premium to be negotiated on a project basis. Pricing provided above is based on the condition that BCC is provided a minimum of 3 weeks advance notice of scheduled work. Additional fees will apply for work scheduled with less than 3 weeks of advance notice.

Prices are based on specifications and estimates as shown above. Quantities are approximate estimates only, and work shall be billed at the stated unit prices on the actual quantities of work completed unless a Lump Sum price has been quoted. One mobilization charge is included in the price, unless otherwise stated. Additional mobilization charges will be charged at the rate specified in the provided quote. The price includes all material, labor, and equipment required to complete the scope of work outlined.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. Payment is due upon receipt of the invoice. If conditions are encountered that require scope revisions and/or result in higher fees, we will contact you for approval, prior to initiating those services. BCC reserves the right to refuse additional equipment time, extra materials or extra labor if it interferes with advanced scheduling with other customers with whom previous commitments have already been extended. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and interest for any unpaid balances. Interest will accrue at the maximum legal rate allowed per month from the date of completion.

Conditions: The prices included in this proposal, specifications, and conditions are hereby accepted under BCC. All material is guaranteed to be as specified. Scope exclusions are stated in the proposal.

All work is to be completed in a professional manner in accordance with standard construction practices. Any deviation from this proposal or extra work will be executed only upon the client's instruction and may result in additional fees. All agreements are contingent upon delays that are beyond BCC's control. The property owner should carry fire, tornado and any other necessary insurance.

BCC will take reasonable efforts to reduce damage to property and site. However, it should be understood that in the normal course of work some disturbance could occur. Our services do not include repair of the site beyond cleanup of our specific work. BCC shall not be liable for any damage to any existing features such as streets, driveways, sidewalk, utilities, landscape, irrigation, underground wiring, property, or other unforeseen circumstances during standard construction procedures for this project.

BCC must be granted access to the site by the owner/client. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for completing the scope of work. Our proposed fees do not include time to negotiate and coordinate access. BCC will conduct work during normal business hours (Monday through Friday between 7:00am and 5:00pm). If work must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

BCC is not responsible for concrete cracking, failures, or overall appearance due to weather cycles, damage by others, ponding water, subgrade conditions, or other issues outside of BCC's control or scope. Earthwork or unstable/unsuitable subgrade repair is not included in the scope of work, unless specified in the proposal.

Your authorization for BCC to proceed with the scope of work outlined above can be issued via Purchase Order, Contract, Deposit, or Signed Agreement.



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BCC must be granted access to the site by the owner/client. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for completing the scope of work. Our proposed fees do not include time to negotiate and coordinate access. BCC will conduct work during normal business hours (Monday through Friday between 7:00am and 5:00pm). If work must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

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Your authorization for BCC to proceed with the scope of work outlined above can be issued via Purchase Order, Contract, Deposit, or Signed Agreement.



60'

36'

88'

44'

Allied Auto Body

MAYOR

Walter C. Morrison, IV

CITY CLERK

Lindsay Kellum

POLICE CHIEF

Barry Hale

**MUNICIPAL COURT
CLERK**

Stephanie Gerlach

**PLANNING & ZONING
ADMIN./BUILDING
DEPT.**

William Hall

PUBLIC WORKS

Chris Buckner

CITY OF GLUCKSTADT
MISSISSIPPI



**343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110**

ALDERMEN

Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Barry Hale, Chief of Police

DATE: Monday, October 28, 2024

SUBJECT: Request approval for travel and training reimbursement for the 2024 Fall Storm Conference.

I'm requesting approval for travel and training reimbursement for the 2024 Fall Storm Conference (Ruth Stogner/Officer Duane Montgomery) that's being held at the Riverwalk Casino and Hotel located at 1046 Warrenton Road, Vicksburg, MS 39180. The lodging is part of the registration that has already been paid.

Thank you,

Chief Barry W. Hale



S.T.O.R.M.

2024 Fall Conference

Tuesday, November 12th - Thursday,
November 14th

Riverwalk Casino and Hotel
1046 Warrenton Rd
Vicksburg, MS 39180

- Lodging for Tuesday and Wednesday nights included for the first 40 members to register.
- Do not book your own room if you want a STORM provided room.
- Cost-free training (16 hours CEU's).
- Wednesday night meal.
- Door Prize ticket (includes final drawing for top prize at conference end).

Conference Agenda

Tuesday, November 12th

10am – 12pm	Conference registration and opening remarks
12pm – 1pm	Lunch Break
1pm – 2:30pm	DUI Law updates
2:30pm – 3:30pm	Break
3:30pm – 5:00pm	MASEP & SFST Recertification

Wednesday, November 13th (cont.)

1:30pm – 3:00pm	Joshua Broman, Executive Director
	Public Safety Planning
	Mississippi Department of Public Safety
3:00pm – 3:30pm	Break
3:30pm – 5:00pm	Sponsors & Vendors

Wednesday, November 13th

9:00am – 10:30am	MS State Crime Lab Intoxilyzer 9000
10:30am – 11:00am	Break
11:00am – 12:00pm	Intox 9000 (cont.)
12:00pm – 1:30pm	Lunch

Thursday May 9th

9am – 10am	TBA
10am – 12pm	Closing remarks and adjournment

Notice of Drug and Alcohol Testing Policy and Program

City of Gluckstadt, Mississippi

You are hereby advised that the City of Gluckstadt has implemented a drug and alcohol testing policy and program. All information, interviews, reports, statements, memoranda, and test results, written or otherwise, received by the City through its drug and alcohol testing program are confidential communications, except under certain circumstances. An employee or job applicant shall be allowed to provide notice to the City of currently or recently used prescription or nonprescription drugs at the time of the taking of the specimen to be tested, and such information shall be placed in writing upon the employer's drug and alcohol testing custody and control form prior to initial testing.





Drug- and Alcohol-Free Workplace and Testing Policy

It is the policy of the City of Gluckstadt that the City shall be a drug- and alcohol-free workplace. This includes the prohibition of possession or distribution of any controlled substance, intoxicant, or alcoholic beverage at work. It is also a violation of this policy for an employee to illegally use prescription drugs or to report work under the influence of illegal controlled substances and/or alcohol. Violation of this policy will result in disciplinary action, up to and including termination.

The City of Gluckstadt may require as a condition of employment or as a condition of continued employment that applicants or employees submit to drug and alcohol testing under the Mississippi Drug and Alcohol Testing of Employees Law (Miss. Code Ann. §§ 71-7-1 to 71-7-33), Mississippi Drug-Free Workplace Workers' Compensation Act (Miss. Code Ann. §§ 71-3-201 to 71-3-225), and applicable law. Violation of this policy may result in disciplinary action, up to and including termination.

It is a policy of the City of Gluckstadt that:

- 1) the use of drugs and alcohol by City employees during working hours is prohibited;
- 2) no City employee shall be under the influence of drugs or alcohol, or in withdrawal from the use of drugs or alcohol, during working hours; provided, however, that City employees are permitted to take at any time prescription medication as and in the manner prescribed by a physician, and nonprescription medication as needed and in accordance with manufacturer instructions, unless the physiological or psychological effects of the prescription or nonprescription medication as taken by the employee pose a direct threat to the health or safety of the employee taking the medication or any other person, including members of the public
- 3) City employees are prohibited from manufacturing, possessing, using, selling, distributing, soliciting, or transferring drugs, paraphernalia, prescription medication, nonprescription medication, or alcohol on or in City property, vehicles, machinery, or equipment; provided, however, that employees are permitted to possess prescription medication prescribed to them by a physician if that medication must be taken during working hours and to possess over-the-counter medication if it is reasonably necessary for the employee to take nonprescription medication during working hours to treat the symptoms of injury or illness;
- 4) City employees are prohibited from tampering with a drug or alcohol test or a report of its results; and
- 5) nothing in this policy shall be construed as prohibiting in any way the possession or use of coffee, nicotine, or nonalcoholic beverages.

Notwithstanding any other provision in this plan to the contrary, employees of the City's Police Department are permitted to possess, solicit, sell, transfer, and distribute drugs in the lawful exercise of their duties and pursuant to instructions from or command orders of the Police Chief, the employee's supervisor or superior officer, or an employee of the Mississippi Bureau of Narcotics or the United States Department of Justice acting as the City employee's supervisor or superior officer.



Drug and Alcohol Testing Program

This program description is to assist the City of Gluckstadt in implementing and administering a drug and alcohol testing program. You should use this as a guide to the requirements of the program and as a resource to resolve any inquiries.

A. Definitions

The definitions as used in this program are as follows:

- 1) “Aliquot” means a portion of a specimen used for testing.
- 2) “Chain of custody” or “chain-of-custody procedures” means procedures to ensure and account for the integrity of a urine or blood specimen by tracking its collection, handling, and storage from point of collection to point of final disposition. These procedures include the use of a collection site chain of custody form which will include information accounting for the specimen or aliquot from the point of collection to its receipt by the testing laboratory, including the date and time of collection of the specimen and the purpose for which it was collected, and the identity of each individual in the chain of custody and a laboratory chain of custody form which will include information accounting for the movement and storage of aliquots and specimens in the laboratory.
- 3) “Collection site” is the facility designated by the City or the City’s Administrator of this plan where employees’ and applicants’ specimens of urine for drug testing are collected and alcohol testing is conducted.
- 4) “Collection site person” means a person who instructs and assists individuals at a collection site and who receives and makes a screening examination of the urine specimen provided by those individuals.
- 5) “The City’s property” includes all offices, facilities, land, buildings, structures, fixtures, installations, vehicles, and equipment, whether owned, leased, or used by the City.
- 6) “City” or “the City” refers to the City of Gluckstadt, Mississippi.
- 7) “Confirmation test” is a subsequent test on a specimen which has resulted in a positive initial test result to confirm that result by an alternate method of equal or greater sensitivity than the initial test.
- 8) “Direct threat” shall have the meaning assigned to it by the Americans with Disabilities Act.
- 9) “Drugs” means illegal drugs, prescription medication, and nonprescription medication as those terms are defined in this program.



- 10) “Employee,” “the City’s employee” or “City employee” means any employee of the City of Gluckstadt, Mississippi. In addition, elected officials of the City can voluntarily agree to participate in this program. However, they are not considered to be serving in safety sensitive positions.
- 11) “Illegal drugs” are any substance, other than alcohol, which has physiological and/or psychological effects on a human being and which is not a prescription medication or nonprescription medication, including: controlled substances as defined in 21 U.S.C. §§802 and 812; any counterfeit substance, depressant, or stimulant substances, marijuana, narcotic drugs, opiate, opium poppy, poppy straw, controlled substance analogue, listed chemical, chemical mixture, or anabolic steroid (including, but not limited to, clenbuterol, winstrol and testosterone) as defined in 21 U.S.C. §802; and volatile substances which produce the physiological or psychological effects of an illegal drug through deliberate inhalation.
- 12) “Initial test” means a drug test on a specimen to determine the presence or absence of drugs or their metabolites in the specimen.
- 13) “Medical Review Officer,” or “MRO,” is a licensed physician who is responsible for receiving laboratory results generated by the City’s drug testing program and who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee’s positive confirmation test result together with his or her medical history and other relevant biomedical information.
- 14) “Nonprescription medication” is any substance which is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.
- 15) “Paraphernalia” means anything commonly used in testing, packaging, storing, injecting, ingesting, inhaling, or otherwise introducing into the human body an illegal drug.
- 16) “Prescription medication” is any substance prescribed by a duly licensed physician or other medical practitioner licensed to issue prescriptions for use by the employee possessing the medication.
- 17) “Under the influence” means affected in any detectible way.

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B. Drug Testing of Certain Applicants for Employment

Applicants for jobs with the City which are listed in the section entitled “Neutral Selection Testing of Employees” herein may be required to submit to an initial test and a confirmation test for the presence of drugs or their metabolites. Prior to the collection of a specimen from such an applicant, the applicant will be required to read and sign the following statement, which will be provided on a separate sheet of paper (i.e., a copy of which is included in the appendix):

I, _____, have read the Drug and Alcohol Plan of the City of Gluckstadt, Mississippi and notice provided to me pursuant to Part IX of the Alcohol and Drug Regulations of the Mississippi State Department of Health. I understand the plan and the notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City of Gluckstadt, and I waive any rights I may have arising from rejection of my application on that basis.

An applicant’s refusal to sign this statement will be a sufficient basis for rejecting his or her application. However, an applicant’s refusal to sign this statement will not bar the City from administering a drug test to the applicant and will not invalidate the results of any initial or confirmation test.

A positive result of a confirmation test for the presence of drugs or their metabolites is a sufficient basis for rejection of an employment application for positions described in this section.

C. Reasonable Suspicion Drug and Alcohol Testing of Employees

When an employee reports to work and there is reasonable suspicion to believe the employee is under the influence of prohibited drugs and/or alcohol, or exhibits impaired job performance, the City may require that the employee submit to a drug and/or alcohol screening test. Reasonable suspicion shall be based on “observable actions” that indicate an employee may be under the influence of drugs and/or alcohol. Reasonable suspicion includes impaired job performance for the purpose of this program. Supervisory personnel who have reasonable suspicion to believe that an employee may be under the influence of prohibited drugs and/or alcohol will have the suspicion confirmed by the Mayor, City Clerk, or another supervisory employee when possible. Reasonable suspicion should be documented using the Observation Checklist, which is in the appendix of this program.

D. Neutral Selection Testing of Employees

The following City employees are subject to neutral selection drug testing under this plan:

- 1) Employees authorized to carry firearms in the course and scope of their employment;
- 2) Employees involved in the interdiction of illegal drugs and paraphernalia;



- 3) Animal control officers;
- 4) 911 dispatchers;
- 5) Sanitation truck drivers (including limb truck drivers);
- 6) Employees who are required to drive a City vehicle on a regular basis;
- 7) Employees in other “safety-sensitive” positions; and
- 8) Employees as to whom a drug test within the preceding twelve months has resulted in a confirmed positive.

A “safety-sensitive” position is one in which the duties involve such a great risk to others that even a short lapse of attention could cause disastrous consequences. Examples of safety sensitive positions include, but are not limited to, the following: firefighters, police officers, correctional employees, heavy equipment operators, paramedics/EMTs, health care employees, wastewater and sewage operators, mechanics, positions who work with children, and positions who work with classified and highly sensitive information.

E. Violation of the Drug and Alcohol Testing Program

Violation of the Drug and Alcohol Testing Policy or Program shall be grounds for disciplinary action, up to and including termination. Any City employee who refuses to submit, as directed and in accordance with this program, to a drug or alcohol test may be subject to disciplinary action, up to and including termination, pursuant to the governing authority’s sole discretion.

F. Confidentiality

All information of whatever kind, preserved in whatever medium and obtained from whatever source which is received by the City in the administration of this program, is confidential and will not be disclosed or released to anyone for any reason except as specified in this section. This information is the City’s property. Information described in the preceding paragraph will be released:

- 1) If the employee grants the City permission to do so in writing;
- 2) If the information must be disclosed in any administrative, arbitral or judicial proceeding pursuant to applicable law because it is relevant to an issue in that proceeding;
- 3) If the information must be disclosed to a governmental unit as required by law, regulation, administrative or judicial order, or in accordance with compliance requirements of a federal contract;
- 4) If the information must be disclosed to a substance or rehabilitation program for the purpose of evaluation or treatment of the employee; or



- 5) Without a court order, if an immediate risk to public health or safety can be minimized by release, and with a court order if the risk is not immediate.

An employee's failure to sign a written consent to release information as permitted by and in accordance with this section may subject the employee to discipline, up to and including termination, at the sole discretion of the governing authority.

G. Reporting Use of Prescription and Non-Prescription Medications

Prior to testing, an employee may confidentially disclose any use of prescription and/or non-prescription medications to the designated MRO or designated City personnel officer to ensure accurate interpretation of test results. This disclosure must be in writing and include the name of the medication, dosage, frequency of use, and the prescribing healthcare provider if applicable.

H. Specimen Collection and Breath Testing Procedures

Applicants and employees will be directed to a collection site for drug test specimen collection and/or alcohol testing. The collection sites approved by the City are in the appendix of this program. There, the collection site person will be responsible for maintaining the integrity of each drug test specimen collection and transfer process through the use of chain-of-custody procedures and for insuring the privacy of the employee. The collection site also will be responsible for testing and processing of alcohol test results.

I. Responsibilities of the Laboratory

The laboratory which conducts drug tests under this plan shall be certified for forensic urine testing by the Mississippi State Department of Health. The City may elect to contract with a third party who shall administer the provisions of this plan. Samples that yield positive results on confirmation shall be retained by the laboratory in secured, long term frozen storage for at least 365 days. Documentation of all aspects of the testing process shall be maintained and made available for at least two years. This two-year period may be extended upon written notification by the City.

J. Testing Standards

Under this plan, the initial test on specimens for the presence of marijuana, cocaine, opiates, phencyclidine, amphetamines, and any other substance for which the United States Department of Health and Human Services has established an approved protocol and positive threshold, or their metabolites, will employ an immunoassay which meets the requirements of the United States Food and Drug Administration for commercial distribution. Initial cutoff levels are listed in in the appendix of this program. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs or their metabolites at other levels or may be changed at the sole discretion of the City.



If the specimen provided by the employee or applicant tests positive for the presence of drugs listed in the preceding paragraph, or their metabolites, in the initial test, it shall be subjected to a confirmation test by the laboratory. The confirmation test will employ gas chromatography/mass spectrometry at the cutoff levels in the appendix of this program. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs or their metabolites at other levels or may be changed at the sole discretion of the City.

The cut-off level for alcohol will be an alcohol concentration of .04 or greater.

K. Notification to MRO of Test Results

The laboratory shall report confirmation test results to the City’s Medical Review Officer within five (5) working days of receiving a specimen. The City’s MROs are listed in the appendix of this program. The report, which will be signed and certified as accurate by the person responsible for the day to day operations of the certified laboratory or the person responsible for attesting to the validity of test results, will identify the drugs or metabolites for which testing has been conducted, and it will indicate the City’s specimen number and the specimen identification number assigned to the specimen by the laboratory. The report shall indicate only that the confirmation test result was negative, if that be the case, or that it was positive for specific drugs or metabolites, if that be the case.

L. Responsibilities of the MRO

The MRO shall perform the following functions upon receiving test results from the laboratory:

- 1) Review test results from the laboratory, including the analysis and certified true copy of the chain of custody form, before the results are reported to the City representative; and, where appropriate, examine data to determine scientific sufficiency of test results and report as negative scientifically insufficient test results.
- 2) Determine if there is a legitimate medical reason for a confirmed positive drug test; and, if so, take no further action.
- 3) If there is no legitimate medical reason for a confirmed positive test other than the presence of drugs, refer the individual tested to the City representative for action in accordance with this program.
- 4) Administratively review negative test results to ensure accurate identification of the employee on laboratory test results and the chain of custody forms.
- 5) Verify positive test results by reviewing the documents for completeness (e.g., sign-offs, accurate relevant information).
- 6) On positive test results, within two days, conduct a medical interview which will include:
(a) notifying the employee in writing of the test results, and providing a copy of the laboratory report to the employee on request; (b) allowing the individual to discuss the test



results; (c) considering any relevant information the employee can provide about recent medication, medical history, medical records and other biomedical factors; (d) if necessary, reanalyzing the original specimen to determine the accuracy of the test result; (e) following verification of the test result, completing the chain of custody form and forwarding it to the City representative; and, (f) documenting the date that all required records/reports were sent to the City representative; or, if unable to make contact within two (2) days, then contact the City representative who, in turn, while maintaining the utmost confidentiality, shall contact the appropriate supervisor or hiring authority and advise him/her to arrange for the employee to contact the MRO in privacy.

- 7) Verify a test as positive without having communicated directly with the employee about the test only in two (2) circumstances: (a) the employee expressly declines the opportunity to discuss the test; or (b) the designated employer representative has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than two (2) days have passed since the date the employee was successfully contacted.
- 8) If a test is verified positive under the circumstances specified in paragraph 6, allow the employee to present information documenting that serious illness, injury, or other unavoidable circumstances prevented the employee from timely contacting the MRO; and, on the basis of such information, reopen the verification and complete it in accordance with paragraph 6.
- 9) If there is a legitimate explanation for the positive test result, declare the test to be negative.

Notwithstanding any provision in paragraphs 1-9, the MRO or the City representative shall notify the employee in writing of the drug test results within five (5) days of receiving them, which notification will include an explanation of the consequences of the results and options available to the employee if the results are positive. The employee is entitled upon request to a copy of the written test report. An employee who receives a positive confirmed test result may contest the accuracy of that result or explain it in writing within 10 working days of receiving notification of the test results. If the employee's explanation is unsatisfactory to the MRO, a written explanation as to why and the test results will be placed in the employee's personnel file.

M. Consequences of a Confirmed Positive Test Result

A positive initial test result may subject the employee to suspension without pay at the sole discretion of the governing authority. A confirmed positive test may subject the employee to discipline, up to and including termination, at the sole discretion of the governing authority.

DRUG AND ALCOHOL TEST CONSENT FORM

City of Gluckstadt, Mississippi

I agree to be tested for prohibited drug and alcohol use. I understand that evidence of prohibited drug and alcohol usage will affect my eligibility for employment or continued employment with the City, and I agree to abide by any decision made by the City in this regard. I understand that my failure to cooperate with the City’s drug and alcohol testing program will result in withdrawal of my offer of employment or will result in my termination from employment if I am already employed.

I certify that any specimen given for testing is mine and that it was voluntarily given for purposes of drug or alcohol usage testing, and that the information is correct. I understand that the City may require me to produce documentation to verify any of the information and that my refusal to do so will result in withdrawal of my offer of employment and/or result in the termination of my employment.

I hereby release and agree to hold harmless the City, its officials, employees, and agents from any and all liability whatsoever in connection with any drug or alcohol use testing. I certify that I have read, or have had read to me, understood, and agree to comply with all the provisions of the City of Gluckstadt’s Drug and Alcohol Testing Policy and Program. I further acknowledge and understand that I have been notified in writing of the City’s Drug and Alcohol Testing Policy and Program and that I am responsible for familiarizing myself with the policies and program, the forms in the appendix, and agree to comply with all rules applicable to me.

Print Name

Signature

Date

This form must be signed by all applicants and employees to be tested for prohibited drug and alcohol use.

NEUTRAL SELECTION TESTING STATEMENT

I, _____, have read the Drug and Alcohol Plan of the City of Gluckstadt, Mississippi and notice provided to me pursuant to Part IX of the Alcohol and Drug Regulations of the Mississippi State Department of Health. I understand the plan and the notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City of Gluckstadt, and I waive any rights I may have arising from rejection of my application on that basis.

Print Name

Signature

Date

This form must be signed by all applicants to be tested for prohibited drug and alcohol use.

OBSERVATION CHECKLIST

City of Gluckstadt, Mississippi

Employee Name: _____

Please check all that apply:

1. WALKING
 Stumbling Staggering Falling Unable to Walk
 Swaying Unsteady Holding On
2. STANDING
 Swaying Rigid Unable to Stand Feet Wide Apart
 Staggering Sagging at Knees
3. SPEECH
 Shouting Silent Whispering Slow Rambling
 Mute Slurred Slobbering Incoherent Confused
4. DEMEANOR
 Cooperative Polite Calm Sleepy Crying
 Silent Talkative Excited Sarcastic Fighting
5. ACTIONS
 Resisting Communications Fighting Threatening Calm
 Drowsy Profanity Hyperactive Hostile Erratic
6. EYES
 Bloodshot Watery Dilated Glossy Droopy
 Closed
7. FACE
 Flushed Pale Sweaty
8. APPEARANCE/CLOTHING
 Unruly Messy Dirty Partially Dressed
 Body Excrement Stains Neat Having Odor
9. BREATH
 Alcoholic Odor Faint Alcohol Odor No Alcoholic Odor
10. MOVEMENTS
 Fumbling Jerky Slow Normal Nervous
 Hyperactive

11. EATING/CHEWING
____ Gum ____ Candy ____ Mints ____ Other
(Identify if possible): _____

12. OTHER OBSERVATIONS (visible drug use, possession, sale, etc.; attendance; poor work performance or accident; tampering with drug test; credible reports, etc.):

Observed by: _____

Date: _____

Time: _____

Location: _____

Observed by: _____

Date: _____

Time: _____

Location: _____

COLLECTION SITES

To be assigned by Administrator

MEDICAL REVIEW OFFICERS (MROs)

To be assigned by Administrator

TESTING LABORATORIES

To be assigned by Administrator

INITIAL TEST CUTOFF LEVELS

Controlled Substances	Initial Test Cutoff Levels (NG/ML)
Marijuana Metabolites	50
Cocaine Metabolites	300
Opiate Metabolites	2000
Phencyclidine	25
Amphetamines	1000
Methadone	300
Barbiturates	300
Benzodiazepines	300
Methaqualone	300
Propoxyphene	300
Anabolic Steroid Screen	
Testosterone	4
All others	2

Prior to testing for any drugs or their metabolites other than those specified in the table above, the City will publish initial test cutoff levels for the drugs or metabolites to be tested.

CONFIRMATION TEST CUTOFF LEVELS

Controlled Substances	Initial Test Cutoff Levels (NG/ML)
Marijuana Metabolites Cocaine Metabolites Opiate Metabolites Phencyclidine Amphetamines Methadone Barbiturates Benzodiazepines Methaqualone Propoxyphene Anabolic Steroid Screen Testosterone All others	

Prior to testing for any drugs or their metabolites other than those specified in the table above, the City will publish initial test cutoff levels for the drugs or metabolites to be tested.

MAYOR

Walter C. Morrison, IV

CITY CLERK

Lindsay Kellum

POLICE CHIEF

Barry Hale

**MUNICIPAL COURT
CLERK**

Stephanie Gerlach

**PLANNING & ZONING
ADMIN./BUILDING
DEPT.**

William Hall

PUBLIC WORKS

Chris Buckner

**CITY OF GLUCKSTADT
MISSISSIPPI**



**343 DISTRIBUTION DRIVE
GLUCKSTADT, MS 39110**

ALDERMEN

Miya Bates

Jayce Powell

Wesley Slay

John Taylor

Lisa Williams

MEMORANDUM

TO: Mayor & Board of Alderman

FROM: Barry Hale, Chief of Police

DATE: Wednesday, October 23, 2024

SUBJECT: Request approval to accept the generator grant award for the new PD building.

I'm requesting approval to accept the grant award for the 175kW3-phase diesel generator and fuel tank on a new concrete pad to protect the City of Gluckstadt Police Department, E911, and Emergency Operations Center.

Thank you,

Chief Barry W. Hale



**Mississippi Emergency Management Agency
P.O. Box 5644
Pearl, MS 39208**

Oct 21, 2024

**Charles Minninger, Emergency Management Coordinator
City of Gluckstadt
Madison, MS 39110**

RE: City of Gluckstadt 4576-50

We are pleased to inform you that the above referenced Hazard Mitigation Grant has been approved and funded as indicated on the attached Hazard Mitigation Grant Program Agreement. The Hazard Mitigation Grant Program agreement should be signed and returned to this office prior to commencing any activities under your grant.

The following conditions are applicable to this grant:

1. A quarterly report detailing all project activities during the quarter must be submitted within 15 days after the end of each calendar quarter.
2. Any change in the scope of work, period of performance or budget must be requested in writing and have prior approval by MEMA and FEMA.
3. Reimbursement request of eligible cost should be submitted through MitigationMS.org and include copies of all invoices and receipts.
4. Staff from this office will meet with you prior to commencing work to discuss project and financial documentation and reporting requirements.

If you have questions concerning this matter, please contact your district Mitigation Grants Specialist or call 601-933-6884.

Sincerely,



Jana N. Henderson, SHMO
Director, Mitigation Grants Bureau
Office of Mitigation

HAZARD MITIGATION GRANT PROGRAM AGREEMENT

Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Mississippi Emergency Management Agency. The individual designated to represent the State Stephen C. McCraney Governor's Authorized Representative (GAR). The Sub-recipient to this Agreement is City of Gluckstadt. The interests and responsibilities of the Sub-recipient will be executed by the Sub-recipient's designated applicant's agent.

Pursuant to the Hazard Mitigation Grant 4576-50 (FEMA Project Number), funds in the amount of \$75,240.00 are hereby awarded to the Sub-recipient as stated below under the following conditions:

Approved Total Project Cost:	\$	<u>\$83,600.00</u>	
Federal Cost Share:	\$	<u>\$75,240.00</u>	<u>90.00%</u>
State Cost Share:	\$	<u>\$0.00</u>	<u>0.00%</u>
Local Cost Share:	\$	<u>\$8,360.00</u>	<u>10.00%</u>

The Sub-recipient agrees and understands that:

1. He/She has legal authority to apply for assistance on behalf of the Sub-recipient.
2. The Sub-recipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient will use disaster assistance funds solely for the purposes for which these funds are provided and as approved by the Governor's Authorized Representative. Allowable costs shall be determined in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 44 CFR § 206 and 44 CFR Part 13.
4. The payments for approved projects will be on an eligible cost reimbursement basis and subject to receipt and approval of invoices.
5. The Sub-recipient is aware that limited funding available for mitigation requires cost sharing, and that the Sub-recipient is required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient will establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting

standards or as directed by the Governor's Authorized Representative.

7. The local cost share funding will be available within the specified time.
8. The Sub-recipient will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
9. The Sub-recipient will return to the state, within 15 days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient.
10. The Sub-recipient will comply with all applicable codes and standards as pertains to this project and agree to provide maintenance as appropriate.
11. The Sub-recipient will comply with all applicable provisions of federal and state laws and regulations regarding procurement of goods and services.
12. The Sub-recipient will comply with all federal and state statutes and regulations relating to non-discrimination. The Sub-recipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Sub-recipient actions pursuant to this Agreement.
13. The Sub-recipient will comply with provisions of the Hatch Act limiting the political activities of public employees.
14. The Sub-recipient will comply, as applicable, with provisions of the Davis Bacon Act relating to labor standards.
15. The Sub-recipient will comply with the National Flood Insurance Program and the community's flood protection ordinance.
16. The Sub-recipient will not enter into cost-plus-percentage-of-cost contracts for completion of Hazard Mitigation Grant projects.
17. The Sub-recipient will not enter into any contract with any party that is debarred or suspended from participating in State or Federal assistance programs.
18. The Sub-recipient will provide the Recipient copies of audit reports that include funds provided under this agreement.
19. The Sub-recipient agrees that the disaster relief project contained in this Agreement will be completed by October 15, 2025. Completion dates may be extended upon justification by the Sub-recipient and approval by the Governor's Authorized Representative and the Federal

Emergency Management Agency.

20. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

If the Sub-recipient violates any of the conditions of this Agreement, or applicable federal and state regulations; the State shall notify the Sub-recipient that financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Sub-recipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

The undersigned does hereby agree with all terms and conditions of this agreement.

Stephen C. McCraney
Governor's Authorized Representative

Sub-Recipient's Authorized Representative

Date

Date



FEMA

October 15, 2024

Mr. Stephen McCraney, Executive Director
Mississippi Emergency Management Agency
Post Office Box 5644
Pearl, MS 39288

Attention: Ms. Jana Henderson
State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP)
Project DR-4576-0050-R
City of Gluckstadt Police Department Generator

Dear Mr. McCraney,

We are pleased to inform you that the project referenced above has been approved for \$83,600.00 with a Federal share of \$75,240.00(90%) and a non-federal share of \$8,360.00 (10%) to be paid by The City of Gluckstadt.

The following is the approved Scope of Work (SOW) for the project:

The City of Gluckstadt will procure and install a 175kW 3-phase diesel generator and fuel tank on a new concrete pad to protect the City of Gluckstadt Police Department, E911, and Emergency Operations Center. The generator will be installed in a controlled fenced area.

Project Site Location:

140 Gluckstadt Way
Madison, MS 39110
(32.528262, -90.103568)

The National Environmental Policy Act (NEPA) stipulates those additions or amendments to a HMGP subrecipient SOW may have to be reviewed by all State and Federal agencies participating in the NEPA process. After a review of the proposed project and its environment, and provided that the conditions listed below are met, it was determined that no extraordinary circumstances, as defined in FEMA Directive 108-1, exist regarding this proposed project.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground

disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Quarterly Progress Reporting:

Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:

- The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:
- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:

FEMA does not establish activity completion timeframes for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4576 is July 1, 2026. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Project Closure:

In accordance with 44 CFR, Section 206.438(d) the Governor’s Authorized Representative (GAR) is required to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.” Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:

- Date work on the project was fully completed
- Date of the recipient’s final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)

The obligation report and REC are included for your records. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account number **4576DRMSP00000505**.

If you have any questions, please contact Jenifer Holderman at (202) 374-9159.

Sincerely,

SHEMEEKA Digitally signed by
H JOHNSON SHEMEEKA H JOHNSON
Date: 2024.10.21
09:46:19 -04'00'

Shemeeka H. Johnson, Chief
Disaster Implementation Branch
Mitigation Division

Enclosures:
Obligation Report Supplemental No 34
Record of Environmental Consideration

10/11/2024
11:21 AM

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Section 5, Item A)

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4576	50 R	0	51	1	34	MS	Statewide

Subrecipient: Gluckstadt

Project Title : City of Gluckstadt Police Department Generator

Subrecipient FIPS Code: 089-U76UP

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$75,240.00	\$75,240.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$75,240.00	\$0.00	\$75,240.00	10/10/2024	Accept	2025

Comments

Date: 10/10/2024 User Id: JHOLDERM

Comment: 4576DR POP = 7.01.2026 #0050 City of Gluckstadt (Madison County) HM Plan expires 8.15.2027 Generator \$75,240.00 On the Oct 2024 Spend Plan HMO approved.

Date: 10/10/2024 User Id: DBURKETT

Comment: 4576-0050-R-DR-MS-HM Gluckstadt Grant POP 07/01/2026 Application 51 City of Gluckstadt Police Department Generator Allocatio included in the October Spend Plan Federal share \$75,240.00 Supplement 34 approved HMO.

Authorization

Preparer Name: JENIFER HOLDERMAN

Preparation Date: 10/10/2024

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/10/2024

01/22/2024

FEDERAL EMERGENCY MANAGEMENT AGENCY

15:26:08

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4576-0050-MS (1)

Title: City of Gluckstandt Generator

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment SOW: City of Gluckstadt, Madison County, MS, applicant proposes to purchase and install a generator and fuel tank on new concrete pad at City of Gluckstadt Police Department 140 Gluckstadt Way Madison, MS 39110 (32.528262, -90.103568).

- vyin - 01/22/2024 14:34:23 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

01/22/2024

FEDERAL EMERGENCY MANAGEMENT AGENCY

15:26:08

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4576-0050-MS (1)

Title: City of Gluckstandt Generator

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: The project is located within an Unshaded X zone per Madison County flood insurance rate map (FIRM) panel number # 28089C0415F dated 03/17/2010. - vyin - 01/22/2024 14:36:59 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: Project is not located in wetlands per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 01/11/2024. - vyin - 01/22/2024 14:37:11 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO 12898: Minority or low-income populations were identified through program coordination and public involvement, state EJ community lists or maps, or EJSCREEN reports for the area around City of Gluckstadt Police Department 140 Gluckstadt Way Madison, MS 39110 (32.528262, -90.103568). Review of the project scope of work revealed no adverse effects on these populations. Therefore, no additional review for potential EJ concerns is required. The maps, reports, and other information are saved to the project files. - vyin - 01/22/2024 14:37:30 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of Mississippi USFWS website listing of threatened and endangered species for Madison County, accessed 01/11/2024. - vyin - 01/22/2024 14:35:21 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	

01/22/2024

FEDERAL EMERGENCY MANAGEMENT AGENCY

15:26:08

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4576-0050-MS (1)

Title: City of Gluckstandt Generator

Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Per the Programmatic Agreement for Mississippi executed September 15, 2016 and amended (3) August 9, 2023, the SOW meets Allowance II.D.2.a as per SOI Qualified Whitney Rooks. - wrooks2 - 01/22/2024 14:19:49 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.